### CONTRACT FOR CONSULTANT SERVICES BETWEEN THE CITY OF WATSONVILLE AND UNIVAR SOLUTIONS USA INC.

THIS CONTRACT, is made and entered into this 1st of July of 2021, by and between the City of Watsonville, a municipal corporation, hereinafter called "City," and UNIVAR SOLUTIONS USA INC., hereinafter called "Consultant."

#### WITNESSETH

**WHEREAS**, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

**WHEREAS,** Consultant has represented that consultant has appropriate skill, training, qualifications, and experience to render such services called for under this Contract to City.

#### THE PARTIES HEREBY AGREE AS FOLLOWS:

**SECTION 1. SCOPE OF SERVICES.** Consultant shall perform those services described in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which exhibit is attached hereto and incorporated herein.

**SECTION 2. TERM OF CONTRACT.** The term of this Contract shall be from July 1<sup>st</sup>, 2021 to June 30<sup>th</sup>, 2022, inclusive.

**SECTION 3. SCHEDULE OF PERFORMANCE.** The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

**SECTION 4. COMPENSATION.** The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein. This amount shall not exceed \$100,000.00

**SECTION 5. METHOD OF PAYMENT**. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement describing the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

**SECTION 6. INDEPENDENT CONSULTANT.** It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or

employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

**SECTION 7. ASSIGNABILITY.** Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

**SECTION 8. INDEMNIFICATION.** Consultant represents that Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant agrees to defend, indemnify and hold harmless City, its officers, agents, and employees, against any loss or liability arising out of or resulting in any way from work performed by or on behalf of Consultant under this Contract or the errors or omissions by Consultant.

#### SECTION 9. INSURANCE.

- A. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:
- (1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.
- (2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- B. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

- C. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.
- D. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

**SECTION 10. NON-DISCRIMINATION.** Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

#### **SECTION 11. TERMINATION.**

- A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.
- B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.
- C. The City Manager is empowered to terminate this Contract on behalf of City.
- D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.
- **SECTION 12. COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

**SECTION 13. GOVERNING LAW**. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Courts of the County of Santa Cruz.

**SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.** This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

**SECTION 15. CONFIDENTIAL INFORMATION.** Except as may be required by law, all data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager.

**SECTION 16. OWNERSHIP OF MATERIALS.** All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

**SECTION 17. COVENANT AGAINST CONTINGENT FEES.** The Consultant covenants that Consultant has not employed or retained any company or person to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

**SECTION 18. WAIVER.** Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

#### SECTION 19. CONFLICT OF INTEREST.

- A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a FPPC Form 700 disclosure statement, which form shall be filed with the City Clerk within thirty (30) days from the effective date of this Contract as applicable.
- B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the

proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

**SECTION 20. AUDIT BOOKS AND RECORDS.** Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

**SECTION 21. NOTICES.** All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

#### CITY

City Clerk's Office 275 Main Street, Suite 400 Watsonville, CA 95076 (831) 768-3040

#### **CONSULTANT**

Univar Solutions USA Inc. 3075 Highland Parkway Suite 200 Downers Grove, IL 60515-5560

#### **SECTION 22. EXHIBITS:**

Exhibit A: Scope of Services

Exhibit B: Schedule of Performance

Exhibit C: Compensation

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/// ///

### WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written

CITY CITY OF WATSONVILLE	CONSULTANT
BY Matthew D. Huffaker, City Manager ATTEST:	BYShawnasey McCarthy
BY Beatriz Vázquez Flores, City Clerk	
APPROVED AS TO FORM:	
BY Alan J. Smith, City Attorney	

# EXHIBIT "A" SCOPE OF SERVICES

See Attachment 1.

## EXHIBIT "B" SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule: July 1st, 2021 through June 30th, 2022.

#### **EXHIBIT "C"**

#### COMPENSATION

- a. Total Compensation. The total obligation of City under this Contract shall not exceed \$100,000.00
- b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall not include payment for reimbursable expenses:
- c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

# BAY AREA CHEMICAL CONSORTIUM BID FORM FOR BID NO. 13-2021 FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%

	Univar Solutions USA Inc.
Sealed bids must be submitted in a PDF format and bidders must enter bid prices into the electronic	Business Address 8201 S 212th St.
bid platform (Line Item page) https://bacwa.org/bacc/	Kent. WA 98032
	Telephone Number: 253-872-5040
No later than 4:00 PM. PDT Thursday, April 15, 2021	Facsimile Number: 253-872-5041 Email Address: Muniteam-west@univarsolutions.com
	Authorized Representative (Please Print):  Jennifer M. Penas  Signature:  Date: 4/13/2021

- I. All costs except California State sales tax for the purchase of SODIUM HYPOCHLORITE 12.5% must be included in the amount shown entered into the electronic bid platform (Line Item page), including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids per unit of measure as specified in the electronic bid platform (Line Item page).
- II. Bidders must submit all of the following, attached to this Bid Form:
  - a. All requirements listed in Section 2.21 Manufacturer's Info.
  - b. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.

#### III. Bidder Obligations

By signing this Bid Form and entering into individual purchase orders and/or purchase agreements with BACC agencies, the bidder expressly agrees to be bound by all the provisions of the bid solicitation, including Sections I-IV.

#### AFFIDAVIT RE DELIVERY REQUIREMENTS

STATE OF WASHINGTON	
	)
COUNTY OF KING	)

I, Jennifer Perras, the Municipal Specialist for Univar USA Inc. ("Univar") being duly sworn, states that I have read RFP#13-2021 and knows its contents and hereby attests that if Univar utilizes the services of a third party hauling company for some or all of its deliveries, Univar will be responsible for ensuring that said hauler can and will deliver the product to each location shown on the bid documents.

Chemical Transfer Co3105 El Dorado St., Stockton, CA 95206	#209-466-3554
Bulk Transportation- 415 S Lemon Ave., Walnut, CA 91789	#909-594-2855
Quality Carriers- 2750 Goodrick Ave, Richmond, CA	#510-232-8313
Rj's Transportation-11949 Hawthorne Ave, CA 92345	#909-732-9144

Jennifer M. Perras

SUBSCRIBED AND SWORN to before me this 2/2 day of March 2021, Jennifer M. Perras.

Notary Public for Washington, County of King

My Commission Expires: 10/16/

Univar Solutions USA Inc. 8201 S. 212th Kent, WA 98032-1994 USA



T 253-872-5000 F 253-572-5041 www.univarusa.com

April 12, 2021

Bay Area Clean Water Agencies

RE: Bid for Sodium Hypochlorite 12.5%, BACC Bid No. 13-2021

#### To Jennifer:

Univar Solutions USA Inc. is pleased to offer a price quote on your ITB due Thursday, April 15, 2021 and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request — we have included a self-addressed, stamped envelope for the bid tabulations.

Thank you,

#### Jennífer Perras

Municipal Specialist
Western Region
Univar Solutions USA Inc.
Muniteam-west@univarsolutions.com
www.univar.com

Please Note: Where applicable, any State. Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges — they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

Please Note: Cooperative Purchasing/Contract Piggy-Back Clauses: Unless otherwise checked "yes" within the attached offer it is Univar's standard policy NOT to agree to/participate in Cooperative Purchasing but rather to work with each individual agency and reach a pricing agreement that is based on their needs and is advantageous for both parties. Unless otherwise noted within the attached offer – pricing within is only applicable for the locations (and any potential locations) listed within these bid documents.



#### **CERTIFICATE OF SECRETARY**

#### I, Noelle J. Perkins, hereby certify that:

- I am the duly elected, qualified and acting General Counsel and Corporate Secretary of Univar Solutions USA Inc., a Washington Corporation (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.
- The below list of persons are authorized to execute, for and on behalf of the Company, written municipal and statewide bids or municipal proposals for the sale of other disposition of products handled by the Company.

Shawnasey McCarthy – Municipal Commercial Manager
Victoria Meakim – Municipal Specialist
Roise Holiday – Municipal Specialist
Jennifer Perras – Municipal Specialist
Shelley Stevens – Municipal Specialist
Stacy Ziegler – Municipal Specialist
Michael Crea – Municipal Specialist

IN WITNESS WHEREOF, I have executed this Certificate of Corporate Secretary of the Company this

Ha day of November 2020.

Noelle Perkins

General Counsel and Corporate

Secretary

#### STATE OF ILLINOIS COUNTY OF DUPAGE

This Certificate of Secretary was signed and swore before me this <u>Multiple</u>day of November 2020 by Noelle J. Perkins, General Counsel and Corporate Secretary of Univer Solutions USA Inc.

(stamp) KIMBERLY B HALVERSON
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 5, 2022

timberly B. Halverson, Notary Public

My commission expires: September 5, 2022

Univar Solutions USA Inc. 2461 Crocker Circle Fairfield, CA 94533



T 408-435-8700 F 408-435-1735 800-659-5908 www.univarsolutions.com

#### GENERAL INFORMATION

#### Regular Office Hours during which orders may be placed:

Monday – Friday 7:00 am - 5:00 pm (PST)

#### In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency - 24-hour response:

Jennifer Bernhard -(650) 216-8909 (cell) Tom Mendenhall-(650) 216-8821 (cell) Brian Wills-(650) 670-7267 (cell) Crystal Jackson-for orders (480) 389-9302 (cell)

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

#### Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone: (800) 777-9587 Office Fax: (408) 435-1735

CustSol-BCDMB-WR@univarsolutions.com Customer Service: (602)484-4560

John dinh@univar.com John Dinh -Dispatcher for packaged goods

For anything pertaining to bids:

Please send all bid packets/documents to: Univar Solutions USA Inc. Attn: WER Muni Team (Unless otherwise specified)

8201 S. 212th

Kent, WA 98032-1994

Contacts: muniteam-west@univarsolutions.com

Jennifer Perras Roise Holiday Stacy Ziegler Municipal Specialist Municipal Specialist Municipal Specialist Phone: (253) 872-5000 (253) 872-5000 (253) 872-5000 Fax: (253) 872-5041 Jennifer.perras@univarsolutions.com (253) 872-5041 Roise.Holiday@univarsolutions.com (253) 872-5041

Stacy\_ziegler@univarsolutions\_com

Shawnasey McCarthy Municipal Business Manager (253)872-5000 (253) 872-50A1

Shawnasey.mccarthy@univarsolutions.com

Remittance Address:

Univar Solutions USA Inc. 62190 Collections Center Drive Chicago, IL 60693-0621 Please include remit information Standard Payment Terms:

Net 30 days



**Mission Statement** 

Univar sets out to be the preferred quality partner for the distribution of chemicals and services. We combine economic success with social and environmental responsibility

Vision Statement

Be the benchmark of excellence.

**Quality Policy** 

Univar USA Inc. is committed to the success of our customers and supplier/partners by providing value-added products and services that consistently meet requirements. In the split of innovation, management encourages full employee participation in the continuous review and improvement of Univar's business processes and its total quality process.

Statement of Core Values

- Safety. Safety is the first priority, the most important aspect of our work.
- Continuous Improvement: We will improve results for all our stakeholders by doing the right things better every time.
- Employees: We respect and value every employee and are committed to support and develop each other personally and professionally.
- Environment: We are committed to protecting the health and well being of our employees, our customers, the community and the environment.
- Ethics. We treat every individual in our business and personal practices ethically with integrity and honesty.
- Leadership: Each of us strives to lead and motivate by example and consistently live up to these core values.
   We coach, train, develop and empower employees to reach their full potential.



#### Univar Solutions USA Inc. Supplier Information Company Overview

Univar is a leading global distributor of industrial and specialty chemicals, with an extensive network of over 260 distribution facilities in North America, Europe, the Asia-Pacific region, and Latin America, and additional sales offices in Eastern Europe, the Middle East, and Africa.

We serve over 115,000 customers in more than 115 countries, representing nearly every major industry and a highly diverse set of end markets.

We source chemicals from more than 3,500 producers, including the Premier global chemical manufacturers, and distribute more than 4,500 chemical products in over 110,000 stock keeping units.

In addition to our vast product offering, we provide important value-added services for our customers and suppliers, including:

- Product availability and inventory management
- Product specification and technical expertise
- Blending and mixing
- Repackaging and labeling
- Just-in-time delivery
- Vendor rationalization programs
- Waste management

Our scale, geographic reach, diversified distribution channels, industry expertise, and comprehensive product portfolio enable us to develop strong, long-term relationships with our suppliers and to provide a single-source solution for our customers.

As a world leader in chemical distribution, Univar is committed to being a responsible corporate citizen with a global focus on safety, health, the environment, and sustainability.

6 Pages



# Univar Solutions USA Inc. Quality Assurance Statement

Univar USA Inc. ("Univar") offers this statement in regards to those quality measures it takes to provide quality products to you, its customer.

- Univar provides products that meet the manufacturer's specifications.
- Univar retains packaging samples and quality-related documents in accordance with its record retention program, which specifically calls for the retention of FDA regulated samples, and quality-related documents for three (3) years and EP samples and qualityrelated documents for six (6) years.
- Under Univar's Management of Change process, Univar forwards notices from a product's manufacturer related to ingredients, changes in processing sites, and manufacturing processes in a timely manner.
- Univar has a formalized recall process and provides notice of any known recalls or other matters that come to its attention that may directly or indirectly impact a product.
- Univar's quality control, employee training, and Safety, Health & Environmental programs meet industry standards.
- Univar develops, and maintains operational plans to meet, all federal, state, and local laws, rules, and regulations related to the packaging, storing, and distribution of products.
- Univar has facilities in the U.S. that are ISO 9001:2008 registered, including Univar's corporate office.
- Univar's facilities that handle FDA regulated product meet FDA cGMP standards.
- Univar's computer systems maintain various security controls to ensure proper management of information.

For food grade and pharmaceutical grade products:

- Univar treats FDA products under cGMP standards.
- Univer maintains strict laboratory controls, including Out of Specification ("OOS").
- Univar has a formal complaint process for all FDA regulated products.
- Univar performs bi-annual audits on its food grade packaging facilities to ensure quality and safety.
- Univar FDA packaging facilities and processes meet 21 CRF Part 210.
- Univer packages, stores, and transports under cGMP standards.
- Univar provides a Certificate of Analysis ("COA") with each shipment.
- Univar performs stability testing on all FDA Univar-packaged products.
- Univar maintains master files and individual batch files for all lots of FDA Univarpackaged products allowing full traceability.
- Univar assigns unique lot numbers and sequential numbers to its FDA Univar-packaged products.

Univar USA Inc.



#### Univar Solutions USA Inc. Delivery &Supply Assurance

In the event of an emergency situation such as a hurricane or other natural disaster, Univar's municipal water and wastewater accounts are given priority service over industrial customers.

Univar USA, Inc., has 124 locations across the US with thousands of trucks, 39 million gallons of bulk storage and over 10 million square feet of warehouse storage.

Our trucks are equipped with power and do not need electricity to deliver.

Our drivers are trained each year in spill control and containment, hazardous communication and modules of the Hazardous Waste Operations and Emergency Response Standard (HAZWOPER).

#### BAY AREA CHEMICAL CONSORTIUM

#### REQUEST FOR BIDS BID NO. 13-2021

#### FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%

BID DUE DATE: 4:00 P.M. PDT, Thursday, April 15, 2021
BID OPENING DATE: 4:00 P.M. PDT, Thursday, April 15, 2021

Coordinating Agency:
Bay Area Clean Water Agencies

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# NOTICE INVITING SEALED BIDS FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5% BAY AREA CHEMICAL CONSORTIUM (BACC) BID NO. 13-2021

The Bay Area Chemical Consortium (BACC), a cooperative group of public agencies, is seeking competitive sealed bids for the supply and delivery of SODIUM HYPOCHLORITE 12.5%. All sealed bids to be considered for this solicitation must be received via our electronic bid platform <a href="https://bacwa.org/bacc/">https://bacwa.org/bacc/</a> by 4:00 P.M. PDT, Thursday, April 15, 2021. Bids received after said date and time will not be considered under any circumstances. Bids submitted by mail or by facsimile will not be accepted. BACC and its member agencies reserves the right to reject any and all bids and to waive informalities and immaterial irregularities or technical defects in the bids received.

For additional information or any questions concerning this bid, use the public Q&A Forum in our electronic bid system.

#### SECTION I

BAY AREA CHEMICAL CONSORTIUM

GENERAL

FOR BID NO. 12-2021

SODIUM HYPOCHLORITE 12.5%

# BAY AREA CHEMICAL CONSORTIUM REQUEST FOR BIDS FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5% BID NO. 13-2021

Sealed bids will only be received electronically via our electronic bid platform <a href="https://bacwa.org/baco/">https://bacwa.org/baco/</a> no later than 4:00 P.M. PDT, Thursday April 15, 2021.

#### GENERAL PROVISIONS

The Bay Area Chemical Consortium (BACC) is a cooperative group of public agencies each individually established under the laws of the State of California. For this particular bid solicitation, the participating member agencies include those listed in Section III-1, Estimated Annual Quantities. These participating BACC agencies, acting collectively through their authorized agents, are seeking competitive sealed bids for the supply and delivery of SODIUM HYPOCHLORITE 12.5%.

Sealed bids will only be received electronically via our electronic bid platform <a href="https://bacwa.org/bacc/">https://bacwa.org/bacc/</a> no later than 4:00 P.M. PDT, Thursday April 15, 2021. Bids received after said date and time will not be considered under any circumstances.

BACC and its member agencies reserves the right to reject any and all bids and to waive informalities and immaterial irregularities or technical defects in the bids received.

If you have any questions regarding this bid, please contact the BACC Coordinators via the electronic bid platform <a href="https://bacwa.org/bacc/">https://bacwa.org/bacc/</a> Q&A forum. Preliminary bid results will be available via our electronic bid platform shortly after the opening date and time.

#### 2. INSTRUCTIONS TO BIDDERS

To receive consideration, bids must be made in accordance with the following instructions:

#### 2.1 Bid Contract Documents

Bids must be submitted only using the forms provided in Section IV, Bid Contract Documents that includes the following: Bid Form, Standard Agreement, and Non-Collusion Affidavit, collectively, the bid contract documents. Bidder must submit bids price per unit of measure as specified via the electronic bid platform <a href="https://bacwa.org/bacc/">https://bacwa.org/bacc/</a>. Do not submit the Worksheet. Bid prices submitted on Worksheet will NOT be accepted. All items in the bid contract documents must be filled out completely, signed and dated. The bid contract documents may be rejected if they show any omissions, alterations of form, the addition of

information not requested, a conditional bid, or irregularities of any kind. A complete bid submittal must include all of the following components of the bid contract documents:

- A completed and signed Bid Form;
- A fully executed Standard Agreement, including references and acknowledgement of receiving any and all addenda, with any deviations duly noted; and
- A fully executed Non-collusion Affidavit.

Bidder must submit bids price per unit of measure as specified via the electronic bid platform https://bacwa.org/bacc/ (Line Items section).

#### 2.2 Estimated Quantity

The quantities indicated are estimates of anticipated usage for a 12-month period and are given for informational purposes only. Nothing in these estimated annual quantities must be construed as obligating any participating BACC agency to purchase specific quantities, as these quantities may vary depending on actual operating conditions and demands during the contract term. All participating BACC agencies reserve the right to purchase any volume of the chemical listed, at the contract price, regardless of stated estimates of quantities. No price adjustments will be allowed as a result of an increase or a decrease in the quantity purchased. For this particular bid solicitation, the estimated annual chemical quantity of each participating member agencies is listed in Section III-1, Estimated Annual Quantities.

#### 2.3 Delivery Locations

The participating BACC agencies are grouped according to their location by relative geographic region. The bidder must quote uniform bid prices for deliveries made to each of the distinct geographic regions. For this particular bid solicitation, the distinct geographic regions for each agency are defined in Section III-1, Estimated Annual Quantities, as well as in Section III-2, Delivery Details.

#### 2.4 Bid Pricing

All bids submitted must include a base unit price, FOB destination, for the chemical for each geographic region per paragraph 2.3 Delivery Locations. Bidders shall provide bid prices via the electronic bid platform <a href="https://bacwa.org/bacw/">https://bacwa.org/bacw/</a> including all costs associated with providing and delivering the chemical to the agency's facility, including materials, labor, equipment, transportation, insurance, overhead, profit, and all applicable taxes <a href="except sales tax">except sales tax</a> in effect at the time of delivery. Bids qualified by additional or conditional charges such CPI, escalators, fuel surcharges, or transportation charges between the supplier and the final delivery points will not be allowed.

BACC agencies that use a chemical for treating water for resale may be exempt from paying sales tax, and it will be the responsibility of each BACC agency to notify the successful bidder if some or all of their purchases will be exempt from sales tax per paragraph 3.6 Taxes.

Bid prices must be based on bulk deliveries amount as specified via the electronic bid platform <a href="https://bacwa.org/bacc/">https://bacwa.org/bacc/</a>. Bids that do not include unit prices for bulk deliveries to each geographic region

specified on the electronic bid platform will be considered irregular and, at the option of BACC and the participating BACC agencies, may be eliminated from further consideration. For bulk deliveries of less than this specified amount, the bidder may, at their option, assess additional charges for "short loads" unless specific requirements for smaller deliveries are described in paragraph 3.7 Delivery Requirements, or in Section II-2 Special Technical Specifications. Any additional "short load" charges must be shown by the bidder as a specific deviation on the bid contract documents. Bidders and/or third party haulers will not be allowed to refuse to make "short load" deliveries.

Any optional item will be shown as a separate line item in the electronic bid platform <a href="https://bacwa.org/bacc/">https://bacwa.org/bacc/</a> and bidders may, at their option, submit unit prices for the optional item. Bids that do not include unit prices for optional item will not be considered irregular and therefore such bids will not be rejected for that reason.

If participating BACC agencies require non-bulk deliveries in containers such as buckets, barrels, or totes, it will be shown as a separate line item in the electronic bid platform <a href="https://bacwa.org/bacc/">https://bacwa.org/bacc/</a>. Bidders may, at their option, submit unit prices for deliveries in buckets, barrels, or totes. Bids that do not include unit prices for buckets, barrels, or totes will not be considered irregular and therefore such bids will not be rejected for that reason. If none of the participating BACC agencies require non-bulk deliveries in containers such as buckets, barrels, or totes, the electronic bid platform <a href="https://bacwa.org/bacc/">https://bacwa.org/bacc/</a> will not include spaces to enter bid prices for such non-bulk deliveries in containers such as buckets, barrels, or totes, however, if a participating BACC agency later decides that they need deliveries in containers, bidders may, at their option, negotiate with the BACC agency to determine a price for deliveries in containers such as buckets, barrels, or totes.

#### 2.5 Bidder Qualifications

A <u>qualified</u> bidder is one determined by BACC and the participating BACC agencies to meet standards of business competence, reputation, financial ability, and product quality. A <u>responsive</u> bidder is a firm/person who has submitted a bid that conforms in all material respects to the terms and conditions, the specifications of the chemical, and any other requirement of the bid instructions. A <u>responsible</u> bidder is a firm/person who has the capability in all aspects to perform full contract requirements, and who has the integrity and reliability that will assure good faith and specific performance. Bidders that intend to utilize a third-party hauling company for completing some or all of their deliveries must indicate the name and contact information of the third-party hauling company on the Bid Form. Before submitting a bid, the bidder must carefully examine and read all parts of the bid contract documents and be fully informed as to all existing conditions and limitations. It should be noted that, upon selection and approval of the successful bidder, the entire contents of the bid contract documents will become part of the full contract between the participating BACC agency and successful bidder (see paragraph 3.5 Purchase Orders).

#### 2.6 Authorized Signatory of Bid Contract Documents

The person signing the submitted bid must be fully authorized to represent and legally bind the bidding company to the terms and conditions described herein. A corporate officer must sign bids by corporations

in the corporate name. The State of incorporation must be written in below the corporate name. Bids by partnerships must be signed in the partnership's name and signed by a partner with his/her title shown.

#### 2.7 References

The bidder must submit with the bid a list of a minimum of three references that have purchased similar chemicals and services from the bidder. The bidder must provide the company or agency name, contact name, and telephone number for each reference. Whenever possible, bidders should provide references for customers from the same geographic regions as the participating BACC agencies. Bidders may provide references from BACC agencies. These references must be shown on the Standard Agreement contained herein.

#### 2.8 Bid Submittal

Electronic bids will only be received via the electronic bid platform <a href="https://bacwa.org/bacc/">https://bacwa.org/bacc/</a> by no later than 4:00 P.M. PDT, Thursday, April 15, 2021. Electronic bids shall contain all required attachments and information. Bidders must submit bids price per unit of measure as specified via the electronic bid platform <a href="https://bacwa.org/bacc/">https://bacwa.org/bacc/</a> (Line Item section). Bidders are cautioned that failure to comply may result in non-acceptance of the bid. Bids received after said date and time will not be considered under any circumstances. BACC will not be responsible for any delays or transmission errors. Bidder accepts all risks of late delivery of electronic bids. It is the bidder's responsibility to ensure that bid submitted is received by the electronic bid platform <a href="https://bacwa.org/bacc/">https://bacwa.org/bacc/</a> prior to scheduled bid opening. Any attachment will remain sealed and will not be opened until the appointed bid opening date and time. Bidders not receiving confirmation receipt should contact the electronic bid platform vendor <a href="https://bacwa.org/bacc/">https://bacwa.org/bacc/</a> to make sure that their electronic submittal has gone through.

#### 2.9 Modification, Addenda, and Interpretations

Any explanation desired by the bidders regarding the meaning or interpretation of this particular bid solicitation including the bid contract documents must be requested via the electronic bid platform Q&A Forum at least five (5) business days prior to the time set for the bid opening. Any and all such interpretations or modifications must be in the form of a written request to the BACC Coordinator via the electronic bid platform Q&A Forum. All changes to this particular bid solicitation document including the bid contract documents initiated by the BACC Coordinator will be through written addenda and furnished to all bidders via the electronic bid platform. Addendum will be issued no later than 72 hours before bid opening. Any written addendum issued 72 hours before the date and time of the bid opening will become a part of the bid contract documents and must be acknowledged on the Standard Agreement form that each bidder submits. Failure to acknowledge any and all the addendum(s) on the Standard Agreement form may be cause for rejection of the bid.

#### 2.10 Modification of Bids

A bidder may modify their bid via the electronic bid platform prior to the date and time of the bid opening. Modifications of any bid prices, terms and conditions must be electronically submitted via the electronic bid platform prior to the time of the bid opening. It shall be the responsibility of the respective bidder to determine if their written modification was received in time by electronic bid platform. BACC reserves the right to accept or reject any proposed modifications of the bid terms and conditions.

#### 2.11 Withdrawai of Bids

Any bid may be withdrawn any time <u>prior</u> to the stated bid opening date and time (closing time) only via the electronic bid platform. The withdrawal request must be executed by the bidder or a duly authorized representative. The withdrawal of the bid does not prejudice the right of the bidder to file a new bid prior to the bid closing time. No bids may be withdrawn after the bid opening date and time.

#### 2.12 Proposed Deviations from the Specifications by the Bidder

Any deviation from the specifications described herein or in a written addendum that is proposed by a bidder must be noted in detail on the Standard Agreement form, and a copy of the proposed specification must be attached to the Standard Agreement form at the time of submission. The absence of a proposed change in the specifications will hold the bidder strictly accountable to the specifications as described herein. If proposed deviations from the specifications are submitted, the bidder's name should be clearly shown on each document. Each BACC agency will be responsible for individually accepting or rejecting any proposed deviations from the described specifications.

#### 2.13 Competency of Bidders

Before any contract is awarded, the bidder may be required to furnish a complete statement of financial ability and experience in performing the proposed services. In accordance with the provisions of the California Business and Professions Code and other regulations, the bidder must have and maintain current any and all necessary licenses or certificates.

#### 2.14 Rejection of Bids

The BACC and/or its individual agencies reserves the right to reject any and all bids and reserves the right to waive a bid deficiency or reject a bid for any reason, including but not limited to the following: informalities, nonconforming, non-responsive or conditional bids, bids showing any alterations of form or erasures or irregularities of any kind, additional information not requested, incomplete bids, or bids not conforming with the instructions in any way. Bidders that plan to utilize a third-party hauling company that refused to deliver to one or more of the participating agencies in the past three (3) years will be rejected as non-responsive.

#### 2.15 Opening Bids

A preliminary bid tabulation showing apparent lowest bid will be available on <a href="www.bacwa.org/BACC">www.bacwa.org/BACC</a> shortly after the bid opening date / time.

#### 2.16 Method of Award

Bids may be awarded to the lowest responsive and responsible bidder <u>for each listed region</u> meeting the specifications for bulk loads for the chemical. The lowest responsive bidder for this chemical will be determined <u>for each region</u> listed on the Bid Form. The bidder that meets the specifications and submits the lowest overall bid price for a particular region may be awarded the bid by the participating agencies

in that region, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. The <u>lowest overall bid price for each region</u> will be determined by multiplying the estimated annual quantity for each participating agency within the particular region by the bid prices for the region, and adding up the aggregate cost. BACC has the right to delete terms or options from the bid contract documents, and reserves the right to reject any and all bids and to waive irregularities in said bids. The following is a non-inclusive list of criteria that must be used in award of the bid:

- a. Unit cost of the chemical
- b. Product specifications
- c. Warranties or standards of quality
- d. Capabilities to deliver product throughout the contract term
- e. Bidder's reputation, competency, and previous customer service record
- f. Third party hauling company's reputation, competency, and previous customer service record (if applicable)
- g. Fully executed non-collusion affidavit

#### 2.17 Disqualification of Duplicate or Collusive Bidders

More than one bid proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the bid contemplated will cause rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, any and all bids may be rejected. Bidders must execute and submit with their bid the Non-Collusion Affidavit included in the bid document.

#### 2.18 Identical Bids

In the case of tied or identical bids corresponding to the proposed unit costs, BACC reserves the right to award the bid based on additional criteria. If a tied bid is not rejected for any reason as described in paragraph 2.16 Method of Award, then any additional costs described in the "Specific Deviations" such as short load adders, will be used to determine the lowest responsive bidder. If considering additional costs as described in the "Specific Deviations" still doesn't produce a winning bidder (i.e. if the tied bidders quote identical short load adder prices), then any exceptions or conditions described in the "Specific Deviations" will be considered in an effort to determine the lowest responsive bidder. If the latter still fails to produce a winning bidder, then BACC will draw lots by placing the names of the tied bidders in a hat and drawing a name. If drawing lots is deemed necessary, BACC will schedule a time to draw lots and the tied bidders will be invited to attend and witness the drawing.

#### 2.19 Material Warranty

Before the bid is awarded and, if applicable, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all chemicals to be supplied, together with samples. The samples may be subjected to tests to determine their quality and fitness for the intended uses.

#### 2.20 Bid Summary

Bid proposals will be summarized and reviewed with the BACC agencies following the bid opening. Bid summaries or tabulations will also be provided to the responsive bidders within ten (10) business days following the bid opening. After a careful review of the bids by each of the participating BACC agencies, bids may be awarded based on the criteria outlined in paragraph 2.16 Method of Award.

#### 2.21 Manufacturer's Information

Bidders must submit with their bid contract documents the following:

- a. In accordance with Section 64590, Title 22 of the California Code of Regulations (CCR), no chemical or product shall be added to drinking water by a water supplier unless the chemical or product is certified as meeting the specifications of NSF International/American National Standard Institute (NSF/ANSI) 60-2005 (Drinking Water Treatment Chemicals—Health Effects). Certification shall be from an ANSI accredited product certification organization whose certification system includes the criteria for ensuring the chemical or product meets NSF/ANSI Standard 60 per Section 64590 of the CCR. Bidders must submit an affidavit of compliance from the ANSI accredited product certification organization. Bidders must include a statement by the chemical manufacturer, signed by an authorized representative on letterhead stationery, attesting to the affidavit's validity. In lieu of submitting an affidavit of compliance and a letter attesting to the affidavit's validity, a current printout from the ANSI accredited product certification organization is acceptable.
- b. A representative analysis of the chemical to be supplied, as prepared by a reputable outside laboratory or bidder's in-house laboratory if ISO certified.
- c. Name and address of the chemical manufacturer.
- Product Bulletin and Typical Properties.
- e. Safety Data Sheet (SDS).

#### 3. SPECIAL INSTRUCTIONS TO BIDDERS

#### 3.1 Chemical Requirements

The chemical to be provided under the terms and conditions of this bid must meet the bid specifications described in the pages that follow.

#### 3.2 Safety Requirements

The bidder, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and they must adhere to all State, Federal and Occupational Safety and Health Act (OSHA) safety standards, including compliance with any applicable State or local health order related to COVID-19 while they are on the premises of any BACC agency. Furnished equipment, materials, and/or services must comply with all OSHA standards and regulations, and all applicable governmental laws and orders. The BACC agencies reserve the right to individually refuse any shipment, at their sole discretion, which cannot be unloaded using safe and proper techniques. Any such refusal must result in the return of the chemical at the successful bidder's sole expense. If requested by a participating BACC agency, the successful bidder and/or the firm providing

transportation of the chemical shall submit to a safety briefing at the BACC agency's site before commencing deliveries to the respective BACC agency. The successful bidder and/or the firm providing transportation of the chemical are required to comply with the site specific safety requirements of each participating BACC agency. Bidders should be aware that some BACC agencies do not allow smoking on site. Site safety requirements will be available for review during the bid period upon request to the BACC Coordinator. In addition, if requested by a participating BACC agency, the successful bidder and/or the firm providing transportation of the chemical may be asked to review site safety materials and provide a signed acknowledgement of their receipt of the site safety materials.

#### 3.3 Spillage

The successful bidder must be prepared to provide safety training on the safe handling and use of the chemical and emergency procedures in the event of a leak or spill. Should a chemical spill or leak result due to negligence, faulty equipment, or inferior packaging on the part of the bidder or their agents, the bidder and their agents must be responsible for cleaning the spill or leakage and for bearing any cost incurred due to spill or leakage clean-up. It must be the successful bidder's responsibility to effect immediate containment, clean-up, disposal, and restoration activities in accordance with the individual facility's requirements and any and all applicable laws and regulations. All material associated with such clean-up operations must be hauled away and lawfully disposed of at no charge to the agency where the delivery is being made. The property of the agency where the delivery is being made must not be used for such disposal. If the spill is NOT cleaned up, the agency will hire a certified hazardous material handling company to clean up the spill, and the costs incurred, including any fines or penalties which may be imposed by regulating authorities, will be charged to the bidder or deducted from amounts owed. Chemicals must stay in the possession of the bidder and must not be unloaded until accepted by the participating BACC agency. All chemicals must be delivered in accordance with Department of Transportation regulations.

#### 3.4 Chemical Orders

All orders placed throughout the contract period, as defined in paragraph 4.11 Term of Contract, will be initiated separately by each participating BACC agency, and each BACC agency will be responsible for the coordination of all aspects of those orders with the successful bidder. Inquiries in reference to individual orders during the contract period must be directed to the appropriate BACC agency.

#### 3.5 Purchase Orders

Individual purchase orders and/or purchase agreements will be issued to the successful bidder by each participating BACC agency, and all chemical sales must be invoiced separately to the respective BACC agency. The contracted unit cost of the chemical is the awarded bid price. The successful bidder may seek a price increase for any nontrivial change requested by the participating BACC agency in the terms and conditions of the participating BACC agency's purchase order and/or purchase agreement. The successful bidder may not change the price throughout the term of the contract unless by mutual written agreement between BACC agency and successful bidder per Section 4.6 Modification of Contract.

#### 3.6 Taxes

Pursuant to the Sales and Use Tax Law, water treatment facilities are entitled to submit *Resale Certificates* to the California State Board of Equalization which exempt that utility from paying sales tax on any chemical purchased for the expressed use of producing a consumable water product. The participating BACC agencies that provide potable and/or recycled water to customers will be responsible for providing the successful bidder with these certificates or letter documenting their determination if the chemical they seek to purchase is exempt from sales tax. BACC agencies that do not notify the successful bidder that their agency is exempt from paying sales tax shall be invoiced with sales tax shown as a separate, itemized cost on the invoice. Chemicals purchased solely for the use in wastewater treatment and disposal facilities are subject to sales tax.

#### 3.7 Delivery Requirements

Bidders are responsible for reviewing each of the listed delivery locations or geographic regions for each participating BACC agency and ensuring that their product can be delivered to each location prior to submitting a bid. Bidders that intend to utilize the services of a third party hauling company for some or all of their deliveries are responsible for ensuring that the hauler they have selected can and will deliver their product to each location listed in Section III-2, Delivery Details, and for submitting an affidavit pertaining to assurance with their bid. Failure to provide this assurance and submit an affidavit may be cause for rejecting their bid. Delivery bills of lading must be provided for each shipment. All bulk shipments must include a weight ticket from a certified weigh station in addition to a shipping manifest. Delivery times and dates must be coordinated between the successful bidder and each participating BACC agency on a schedule that meets the needs of the BACC agency, but at no time can a delivery occur more than seven (7) days after the order is placed unless the respective BACC agency requests a later delivery. No delivery can be made when a BACC agency representative is not on site. The successful bidder must notify the BACC agency of any anticipated late deliveries at least 24 hours in advance of the scheduled delivery time and date, unless delivery delays are the result of in-route transportation delays, then notification must be provided as soon as possible to inform the BACC agency of the anticipated delivery date and time. Persistently late deliveries may be used as a basis for contract cancellation. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned to the successful bidder at no cost to the BACC agency, and must be re-delivered by the bidder within 48 hours of the unacceptable delivery. Any BACC agencies requiring special delivery requirements will be listed under Section II-2, Special Technical Specifications.

#### 3.8 Force Majeure

Any bidder that anticipates a workforce interruption, including due to COVID-19 restrictions, or a production shutdown that could affect delivery of the chemical must fax or e-mail notifications to all participating BACC agencies to notify them of the potential interruption in deliveries. A telephone call must also be made to each BACC agency as a follow-up notification.

#### 3.9 Safety Data Sheet (SDS)

Bidders must submit a Safety Data Sheet (SDS) for the product offered with the bid. The successful bidder must provide a new SDS for the chemical with the first delivery or if the SDS is modified during the contract term.

#### 3.10 Payments

Payments for all chemicals will be made individually by each participating BACC agency thirty (30) days after receipt of a complete and accurate invoice. BACC itself does not have any legal authority to conduct business and therefore cannot be held responsible for the financial arrangements made between each individual BACC agency and the successful bidder. Cash discounts for early remittance of payment must be stated on the invoice, if applicable.

#### 3.11 Legislative Impacts

In the event the legislative body of any BACC agency fails to appropriate funds for the purchase of the chemical, the respective BACC agency may terminate such contract without penalty and thereupon be released of further obligation.

#### 3.12 Subcontracting

No portion of the bid award may be subcontracted to another chemical manufacturer or supplier without the prior written approval of all of the participating BACC agencies.

#### 3.13 Laws and Regulations

All applicable State of California and Federal laws, City, County, and Special District ordinances, licenses, and regulations of all participating BACC agencies having jurisdiction must apply during the contract period, including any applicable State or local health order related to COVID-19.

#### 3.14 Insurance

For services requiring the supplier's or their subcontractor's presence on any BACC agency property, the successful bidder must acquire and maintain at their expense for the duration of the term of the contract the following insurance policies: Workers' Compensation, Employer's Liability, Commercial General Liability, Business Vehicle and Automobile Liability, and Contractor's Pollution Liability Insurance coverage from insurers either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than A.M. Best's rating of no less than A:VII, or (ii) authorized by the BACC agency's risk manager(s) or his/her designee at any time in his/her sole discretion, all relating to the supplier's services to be performed hereunder covering the BACC agency's risks. The minimum amounts of coverage, and the breadth of coverage, corresponding to the aforesaid categories of insurance per insurable event, must be as follows, however, the insurance limits available to each participating BACC agency, their officers, officials, employees, agents and volunteers as additional insured parties, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

INSURANCE CATEGORY	MINIMUM LIMITS
Workers' Compensation Insurance	California Statutory Minimum
Employer's Liability Insurance	\$2,000,000 per accident, and \$1,000,000 per employee for bodily injury or disease.
Commercial General Liability Insurance	\$5,000,000 per occurrence for bodily injury, personal injury, and property damage.
Business Vehicle and Automobile Liability Insurance	\$2,000,000 per accident for bodily injury and property damage.
Contractor's Pollution Liability	\$1,000,000 per occurrence, \$2,000,000 policy aggregate.

Prior to commencement of any performance under the contract, the successful bidder must furnish to each participating BACC agency an original Certificate of Insurance, and copies of information or declaration pages for the insurance required with respect to evidence of all policies of insurance required as noted above. All policies of insurance must be endorsed to name the respective BACC agency, their officials, officers, employees, agents, and volunteers as additional insured parties. For any claims related to the contract, bidder's insurance coverage shall be primary insurance with respect to each participating BACC agency, their officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by any BACC agency party, their officials, officers, employees, agents and volunteers shall be excess of the bidder's insurance and shall not contribute with it. The successful bidder will be responsible for contacting each participating BACC agency to ascertain the proper name or names of the agency specific entities to be included in the endorsements.

The successful bidder must also provide each participating BACC agency with a MSC-90 endorsement, required for transporters of hazardous materials and/or wastes.

The successful bidder hereby agrees to waive subrogation which any insurer of the bidder may acquire from vendor by virtue of the payment of any loss. Bidder agrees to obtain and provide to each BACC agency any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of each participating BACC agency for all work performed by the bidder, its employees, agents and subcontractors.

The successful bidder must maintain the required insurance at all times while the contract is in effect, and must replace any certificate, policy or endorsement which will expire prior to that date. All policies of insurance must be endorsed to provide the required insurance and must not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days prior written notice to each participating BACC agency. The Certificate of Insurance must have a cancellation statement worded as follows: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company must mail thirty calendar (30) written notice to the Certificate holder named to the left."

#### 4. TERMS AND CONDITIONS

#### 4.1 Indemnification

To the fullest extent allowed by law, the successful bidder and its employees, subcontractors, and agents shall defend, indemnify, and save and hold harmless each participating BACC agency, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of the successful bidder's or its personnel, employees, agents, or subcontractors' willful misconduct or negligent act or omission while engaged in the performance of services described in this bid document, except those matters arising from the participating BACC agency's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

This indemnification includes, without limitation, the payment of all penalties, fines, forfeitures, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of any BACC agency, its officials, officers, employees, agents, and volunteers for all legal expenses and costs incurred by each of them.

The successful bidder's responsibility for such defense and indemnity obligations shall survive the termination or completion of the contract for the full period of time allowed by law. The defense and indemnity obligations of the contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in the contract.

If the successful bidder should subcontract all or any portion of the work to be performed under the contract, the successful bidder shall require each subcontractor to indemnify, hold harmless and defend each participating BACC agency and each of its officials, officers, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

#### 4.2 Bid Protests

Any bid protest must be submitted electronically via email to the BACC Coordinator before 3:30 p.m. on the fifth (5th) business day following bid opening (jdyment@bacwa.org).

- a. The protest document must be provided as one PDF and must contain a complete statement of the basis for the protest and all supporting documentation and evidence.
- b. The party filing the protest must have actually submitted a bid for the chemical. A subcontractor of a party submitting a bid for the chemical may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- c. The protest must refer to the specific portion of the bid document which forms the basis for the protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest document and any attached documentation to all other parties with a direct financial interest which may be

- adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. BACC will give the bidder that is the subject of the protest five (5) business days after the receipt of the protest to submit a written response. The responding bidder shall submit the response to the protesting bidder concurrent with delivery to BACC.
- g. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. All protests and responses received after the time set forth herein will be rejected. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest.
- h. BACC will not be responsible for any delays or transmission errors. The protesting bidder accepts all risk of late delivery of electronic protests. If is the protesting bidder's responsibility to ensure that a submittal protest is received by the bid coordinator listed in this solicitation by the due date and time. Protesting bidders should contact the bid coordinator to make sure that their electronic submittal has gone through.
- If BACC determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards.

#### 4.3 Equal Opportunity

The successful bidder must agree not to refuse the hire, discharge, promote, or to otherwise discriminate in the matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap. It must be a condition that any company firm or corporation supplying goods or services, must be in compliance with the <u>Americans with Disabilities (ADA) Act</u> of 1990. A certificate stating compliance with the ADA may be required, upon request, by any BACC agency.

#### 4.4 Modification of Contract

This bid solicitation document including the bid contract documents, in conjunction with each BACC agency's purchase order and/or purchase agreement, will constitute the entire contract between each BACC agency and the successful bidder. The contract may not be modified, altered, or amended except by the mutual written agreement of the respective BACC agency and the successful bidder.

#### 4.5 Common Language

Unless otherwise specified in this document, all words must be given their plain, common and ordinary meaning unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

#### 4.6 Proprietary Information

All information included in any bid proposal that is of a propriety nature must be <u>clearly</u> marked as such. Each BACC agency must be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the Bidder.

#### 4.7 Patent Guarantee

The bidder must, with respect to any bidder's standard products, indemnify, defend and hold harmless each participating BACC agency, its employees and agents, from any and all costs and damages because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the sale or normal use of such products, provided that the bidder is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense of the participating BACC agencies.

#### 4.8 Quality Control

The bidder's chemical may be inspected and/or sampled before, during, or after any delivery and tested to confirm compliance with all of the specifications. Persistent clogging, deliveries containing significant amounts of debris, and/or chemical not meeting the technical specifications will be considered to be deficiencies. If deficiencies are detected, the chemical will be rejected and the bidder will be required to remove and replace any and all of the chemical and clean the associated tanks and piping that are contaminated by a delivery that is determined to be deficient, at no cost to the participating BACC agency. If the bidder fails to remove and replace the deficient chemical in a timely manner after being notified of the problem by the participating agency, the participating agency may remove and dispose of the contaminated chemical and clean the chemical storage tank or tanks and the associated piping all at the bidder's expense. Payment for the delivered chemical will not be made until the defects are corrected and the chemical is properly replaced and accepted. Repeat failures to comply with the specifications must constitute grounds for termination of the contract.

#### 4.9 Term of Contract

The term of the contract between the respective BACC agency and the successful bidder will be twelve (12) months commencing July 1, 2021, and expiring June 30, 2022, with an option to extend the contract on a year-to-year basis, not to exceed three (3) yearly renewals if conditions and service are satisfactory to both the respective BACC agency and the successful bidder. The price for any succeeding periods of service shall be determined by negotiation between the respective BACC agency and the successful bidder.

#### 4.10 Good Faith Bidding and Contracting

The participating BACC agencies listed on this bid solicitation are bidding in good faith and have agreed not to extend an existing bid in lieu of contracting with the lowest responsive bidder. However, nothing in this bid solicitation shall prevent a BACC agency from rejecting all bids and separately procuring the services they require, if deemed in the best interest of their respective agency.

#### 4.11 Termination of Contract

Any BACC agency may terminate their contract with the successful bidder for any reason by providing the successful bidder written notice of termination, and specifying the effective date thereof, at least thirty (30) days before the effective date. Termination of the contract by one BACC agency does not affect the contractual relationship between the successful bidder and any other BACC agency.

#### 4.12 Termination for Cause

In the event of a breach of any term or provision of the contract by the successful bidder, a BACC agency may terminate the contract with respect to supply of chemicals for that agency by providing the successful bidder with written notice of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date. Termination of the contract by one BACC agency does not affect the contractual relationship between the successful bidder and any other BACC agency.

#### 4.13 Effect of Termination

Any termination by a BACC agency, with or without cause, must not affect the validity of the contract between the successful bidder and any other BACC agency, nor must such action affect any rights, remedies, or obligations of the successful bidder or any other BACC agency.

#### 4.14 Assignment

The successful bidder must under no circumstances assign the contract without the prior written consent of each participating BACC agency. Any assignment, or attempt at assignment, made without such consent of each participating BACC agency may be considered a breach of contract.

#### 4.15 Competitiveness and Integrity

The participating BACC agencies have assigned control of the acquisition process to the BACC coordinating agency identified in the *Notice Inviting Sealed Bids* of this document, to prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts. Bidders are to direct all communications regarding this bid to the designated BACC Coordinator, unless otherwise specifically noted, or unless approved in writing by the BACC Coordinator. <u>Attempts by bidders to circumvent this requirement will be viewed negatively and may result in rejection of the offending bidder's offer.</u> The BACC Coordinator may refer communications to other participating BACC agencies for clarification.

-END OF SECTION-

### SECTION II - 1

BAY AREA CHEMICAL CONSORTIUM
PRODUCT TECHNICAL SPECIFICATIONS
FOR BID NO. 12-2021
SODIUM HYPOCHLORITE 12.5%

### PRODUCT TECHNICAL SPECIFICATIONS 12.5% SODIUM HYPOCHLORITE FOR BOTH POTABLE AND NON-POTABLE USES

#### 1. Chemical and Physical Properties:

All sodium hypochlorite supplied under this bid must conform to the current version of the American Water Works Association (AWWA) B300-10 Standard for Hypochlorite, the American National Standards Institute/National Sanitation Foundation Standard 60-2005 (ANSI/NSF 60) Drinking Water Treatment Chemicals, except as modified or supplemented herein. Current AWWA B300-10 and ANSI/NSF 60 certification for the manufacturing facility of facilities is required with the submission of the bid. It is the responsibility of the vendor to inform the participating BACC Agencies (within 24 hours, from the time of verbal or written notification) that NSF certification has been revoked or lapsed. Loss of NSF certification shall constitute sufficient grounds for immediate termination of the contract. Bill of Lading must clearly identify product delivered to be AWWA B300-10 and ANSI/NSF 60 certified by stamp or type written statement – no handwritten notation will be accepted. Failure to provide clear identification that the product meets the AWWA and ANSI/NSF specifications will result in rejection of the load at no cost to the BACC Agency.

- <u>Disclaimer</u>: The sodium hypochlorite must contain nothing that will adversely affect the public water supply, or be injurious to typical sodium hypochlorite feeding equipment.
- Documentation: The successful Supplier must provide documentation as specified and required under Title 22, California Code of Regulations, Chapter 16, Article 7, §64590, prior to the start of the contract for the sodium hypochlorite.
- 4. General Specifications:

pH pH12-13

Available Chlorine 12.5 wt% minimum

Available Chlorine 125 grams/Liter minimum

Total Free Alkali (as NaOH) ≤ 1.5% by weight Insoluble Matter ≤ 0.15% by weight

Age of Product at Delivery 3 days (72 hours) maximum

Sodium Hypochlorite should be stored in a dark area where the temperature does not exceed  $80^{\circ}$  F (i.e.  $30^{\circ}$  C) prior to delivery. Preferably sodium hypochlorite should be stored at temperatures below  $68^{\circ}$  F (i.e.  $20^{\circ}$  C) prior to delivery.

5. Contaminant Concentration Limits:

 Iron
 <1.0 mg/L</th>
 Nickel (Ni\*2)
 <0.1 mg/L</th>

 Copper ](Cu\*2)
 <0.1 mg/L</td>
 Cobalt
 <0.1 mg/L</td>

Chlorate <2,380 mg/L

- Filtration Limitations: 100 mL of the sodium hypochlorite product supplied under this contract must pass through a 0.8 micron filter (Millipore, Type AA) under vacuum (25 inches Hg) within 30 minutes. Plant staff may conduct this test prior to accepting a delivery.
- 7. Certificate of Analysis:
  - a. A certificate of analysis prepared by a reputable outside laboratory or bidder's in-house laboratory if ISO certified, shall be submitted for each liquid sodium hypochlorite delivery. The certificate of analysis shall be based on a representative sample of the specific batch or lot of chemical currently being used to make deliveries. This report shall contain the following:
    - · Date of manufacture
    - Date of delivery
    - Shipper ID
    - pH

- Specific gravity
- Density @ 60°F
- Insoluble Matter
- Available Chlorine: Percent by weight and pounds per gallon
- Total free alkali (expressed as NaOH): Percent by weight and pounds per gallon
- Excess NaOH: Percent by weight and pounds per gallon
- Excess Na<sub>2</sub>CO<sub>3</sub>: Percent by weight and pounds per gallon

No deliveries will be accepted by the BACC Agency unless accompanied by said certificate of analysis for the specific batch or lot of chemical delivered and the quality specifications listed in the bid contract documents are met.

- b. Charges for certificate of analysis shall be included in the bid price.
- c. Failure to supply the required certificate of analysis shall be sufficient cause to reject the load. A certificate of analysis that does not meet current version of the AWWA Standard B300-10 shall be cause to reject the load.
- 8. Liquid sodium hypochlorite supplied under this contract shall not cause excessive scaling of feed lines when combined with carriage water. Excessive scaling is defined as plugging of, or precipitation in, the chlorine solution lines that causes disruption of flow. The liquid sodium hypochlorite shall be free from contaminating substances which could interfere with normal operation of BACC Agency facilities by causing clogging or blockage of feed lines, valves, strainers, or measuring devices.

### SECTION II - 2

BAY AREA CHEMICAL CONSORTIUM
SPECIAL TECHNICAL SPECIFICATIONS
Applies only to
PARTICIPATING AGENCY
FOR BID NO. 12-2021
SODIUM HYPOCHLORITE 12.5%

## SPECIAL TECHNICAL SPECIFICATIONS Applies only to DUBLIN SAN RAMON SERVICES DISTRICT 12.5% SODIUM HYPOCHLORITE

#### Specific Delivery Requirements - Reservoir 1A, mini-bulk deliveries

This facility is located at 8212 Rhoda Avenue in Dublin in a residential area on a residential street. The site has a 250 gallon capacity tank. The facility is accessible through a narrow gated and paved driveway, and the entire facility is secured with fencing. Depending upon the vehicle used, drivers may or may not be able to turn around after completing a mini-bulk delivery to this location, so drivers must be prepared to back delivery trucks up or down the driveway, a distance of about 250 feet from the gate at the facility entrance. DSRSD recommends a maximum truck length of 24 feet due to site limitations. It is unlikely that a standard tractor-trailer will be able to safely navigate the road, a bobtail style truck is recommended. The successful bidder will be responsible for notifying DSRSD at least 30 minutes in advance of delivery, opening and closing the gate when making deliveries to this location for the protection of the District's staff and the public. Prior to submitting bids, DSRSD recommends that bidders familiarize themselves with the Reservoir 1A facility access road to ensure that the bidder will be able to accommodate this delivery requirement.

#### Specific Delivery Requirements - Reservoir 3B, mini-bulk deliveries

This facility is located at 7541 Brigadoon Way in Dublin in a residential area off a residential street. The site has a 250 gallon capacity tank. The facility is accessible through a steep, narrow, winding, gated and paved driveway, and the entire facility is secured with fencing. Depending upon the vehicle used, drivers may or may not be able to turn around after completing a mini-bulk delivery to this location, so drivers must be prepared to back delivery trucks up or down the driveway, a distance of about 1,600 feet from the gate at the facility entrance. DSRSD recommends a maximum truck size of 24 feet due to site limitations. It is unlikely that a standard tractor-trailer will be able to safely navigate the road, a bobtail style truck is recommended. The successful bidder will be responsible for notifying DSRSD at least 30 minutes in advance of delivery, opening and closing the gate when making deliveries to this location for the protection of the District's staff and the public. Prior to submitting bids, DSRSD recommends that bidders familiarize themselves with the Reservoir 3B facility access road to ensure that the bidder will be able to accommodate this delivery requirement.

Special Technical Specifications
Applies only to
Alameda County Water District
Sodium Hypochlorite 12.5%

#### **Delivery Requirements:**

All deliveries made to Alameda County Water District(District) shall be made on weekdays between the hours of 8:00 am and 4:00 pm. Timing of deliveries made to facilities located at 1111 Mowry Avenue, Fremont (Blending Facility) and 6833 Redeker Place, Newark (Newark Desalination Facility) must be coordinated in advance with Treatment Facilities Operators, as these are unstaffed facilities. Contractor must provide and use wheel chocks when unloading products.

#### Placement of Orders:

District Treatment Operators will place orders by phone call on an as needed basis. The Contractor will be responsible for providing a contact name and telephone number for staff to place orders. The Contractor shall provide a firm delivery date to District Treatment Operators within twenty-four (24) hours of receipt of order. The Contractor shall deliver the product within three (3) days of receipt of the order from District staff. The Contractor shall then arrange for delivery during acceptable hours, as stated above. The Operator placing the order will indicate where to deliver the product at the time the delivery is placed.

#### Safety Requirements:

The truck driver/delivery technician shall provide and wear the necessary personal protection equipment as specified on the Safety Data Sheets (SDS) for the product being delivered. The contractor, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and they must adhere to all State, Federal, and Occupational Safety and Health (OSHA) safety standards while on the premises. Furnished equipment, materials, and/or services, must comply with all OSHA standards and regulations, and also all applicable government laws and orders. We reserve the right to refuse any shipment which cannot be unloaded using safe and proper technique. Any such refusal will result in the return of the product at the contractor's sole expense.

#### Spillage:

The Contractor shall be responsible for any spills resulting from the failure of its or its sub-contractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies that would most commonly be expected to occur. The District reserves the right to refuse any and all deliveries made with equipment which is poorly maintained.

The Contractor shall observe the entire filling operation at each water treatment plant and shall immediately report any spills caused during the filling operations to the on-duty Plant Operator. The Contractor will be responsible at no charge to the District for immediate clean-up, containment, disposal, and the restoration of the affected area back to original condition prior to the incident. These activities will be conducted in accordance with all applicable laws and regulations. If the spill is not cleaned up, the District will hire a certified hazardous material handling company to clean up the spill and properly dispose of material, and the cost for such service and any fines or penalties which may be imposed by regulating agencies will be charged to Contractor and deducted from amounts due to the Contractor.

# SPECIAL TECHNICAL SPECIFICATIONS Applies only to CONTRA COSTA WATER DISTRICT LIQUID SODIUM HYPOCHLORITE (12.5%)

#### **Chemical and Physical Properties:**

The Contractor must furnish sodium hypochlorite (12.5%) in accordance with the current version of the American Water Works Association's Standard B300-18 for sodium hypochlorite (12.5%), except as modified or supplemental herein. NSF 60 certification for the chemical works of origin for this product is required at submission of bid. The Bill of lading must clearly identify the product delivered to be NSF 60 certified by stamp or type written statement – no handwritten notations will be accepted. Failure to provide clear identification of NSF product will result in rejection of the load at no cost to the BACC Agency.

#### **DELIVERY REQUIREMENTS**

#### Placement of Orders

Contractor must be capable of making deliveries within (3) three working days after receipt of order. Conditions may arise which require emergency deliveries (including holidays, weekends, and night hours) within twenty-four (24) hours after notification.

With the exception of emergency deliveries, all deliveries shall be made weekdays between the hours of 7:00 am to 2:00 pm. The Water Treatment Supervisor (or a designated representative) must approve any exception to this requirement prior to the delivery.

#### Safety Requirements

The truck driver/delivery technician shall provide and wear the necessary personal protection equipment as specified on the Safety Data Sheets (SDS) for the product being delivered. The contractor, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and they must adhere to all State, Federal, and Occupational Safety and Health (OSHA) safety standards while on the premises. Furnished equipment, materials, and/or services, must comply with all OSHA standards and regulations, and all applicable government laws and orders. We reserve the right to refuse any shipment which cannot be unloaded using safe and proper technique. Any such refusal will result in the return of the product at the contractor's sole expense.

#### Spillage

The Contractor shall be responsible for any spills resulting from the failure of its or its sub-contractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies that would most commonly be expected to occur. This District reserves the right to refuse any and all deliveries made with equipment which is poorly maintained.

The Contractor shall observe the entire filling operation at each water treatment plant and shall immediately report any spills caused during the filling operations to the on-duty Plant Operator. The Contractor will be responsible at no charge to the District for immediate clean-up, containment, disposal, and the restoration of the affected area back to original condition prior to the incident. These activities

will be conducted in accordance with all applicable laws and regulations. If the spill is not cleaned up, the District will hire a certified hazardous material handling company to clean up the spill and properly dispose of material, and the cost for such service and any fines or penalties which may be imposed by regulating agencies will be charged to Contractor and deducted from amounts due to the Contractor.

#### Condition of Cargo Containers and Equipment

The tanks or trailers shall be clean and free of residue from previous loads which might contaminate the product. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hypochlorite shall be clean and free from contaminating material. The District may reject a load if the equipment is not properly clean. The Contractor shall furnish a District-approved, leak-free connection device between his pumper and the District's intake receptacle.

The District requires the Contractor to provide all off-load connectors. The off-load connectors are 2" (two inch) camlock at all treatment plants listed below. Contractors must provide and use wheel chocks when unloading product.

#### **Delivery Locations**

- Two (2) 550-gallon tanks, Pinehollow Pump Station, Grasswood Court, Concord, California. This
  location is unmanned and requires CCWD personnel to access the facility. One-hour notification
  prior to arrival is required. Delivery to Pinehollow Pump Station is limited to delivery trucks no
  longer than 25 feet in length. Delivery to this location is on an as needed basis.
- Three (3) 24,000-gallon tanks, Bollman Water Treatment Plant, 2015 Bates Avenue, Concord, California.
- 3. Two (2) 15,000-gallon tanks, Brentwood Water Treatment Plant, 3760 Neroly Road, Oakley, California.
- 4. One (1) 330-gallon tote, Willow Pass Pump Station, 1920 Clayton Way, Concord, California. This location is unmanned and requires CCWD personnel to access the facility one-hour notification prior to arrival is required. Driver may have to back into a small parking area. Driver may be able to deliver and off load the item. Delivery to this location is on an as needed basis.

#### Sampling and Testing

Sampling and testing shall be in accordance with EPA and AWWA B300 standards and in accordance with the document titled, "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, Sodium Carbonate, and Sodium Chlorate in Liquid Bleach" distributed by Powell Fabrication and Manufacturing, Inc.

The Contractor's delivery personnel (driver) must collect a sample of Liquid Sodium Hypochlorite before the shipment is unloaded. In this case, the District will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the District. The sample shall be considered representative of the lot.

The District reserves the right to subject samples of the Liquid Sodium Hypochlorite to analysis to ensure that it meets these specifications. If the Liquid Sodium Hypochlorite\_does not meet specifications, the District has the option of requiring the Contractor to remove and replace any and all rejected Liquid Sodium Hypochlorite within 24 hours of notification. No payment shall be made for Liquid Sodium Hypochlorite that is rejected.

Any lot tested by the District that fails to comply with the specifications shall constitute grounds for rejection of that lot. Repeat failures to comply with the specifications shall constitute grounds for cancellation of the contract.

#### **Certified Laboratory Report**

A certified laboratory report detailing the specified constituent data will only be required upon award of bid to demonstrate typical containment levels in delivered product <u>and</u> one additional time during the 12 (twelve) month contract period if requested by the District. The District reserves the right to have the product tested at District expense from any delivered load. Any occurrence of delivered product exceeding the specified containment concentration limits shall be grounds for termination of the agreement with the provider.

A certificate of analysis is still required for every delivered load. This certificate of analysis shall include, at minimum, the following information:

Product certified
Percentage (by weight) Sodium Hypochlorite
Specific Gravity @ 20 degrees Celsius
Lot code or designation
Bill of Lading number
Signature of certifying official
Date of certification

No deliveries will be accepted by the District unless accompanied by said certified laboratory report for the specifics batch or lot of chemical delivered shown that the specifications listed.

Charges for the certified laboratory report shall be included in the bid price.

#### Rejection of Deliveries

The District reserves the right to reject any delivery which does not conform to these specifications or which has been contaminated and must be re-delivered by the Contractor within 48 hours of the unacceptable delivery. Any departure from bid specifications must have prior approval by Contra Costa Water District in writing. The rejected delivery includes reimbursement of the District by the Supplier, or replacement free of charge, of any bulk delivery that is rejected.

#### Security

There shall be no charges to the District for any delays in off-loading of chemical or refusal of shipment for security reasons.

#### BILLING INFORMATION

The Supplier shall include shipping date, bill of lading number, quantity in gallons, unit price, and extension on all invoices.

Our calculations for billing purposes for Liquid Sodium Hypochlorite are as follows: (Weight/gallon of Sodium Hypo) (unit price per weight/gallon) = price for load Payments for all products will be made according to the District's terms after receipt of a complete and accurate invoice.

#### INFORMATION REQUIRED OF SUPPLIER

The supplier must submit with the bid to the District, the following information:

- A. Business Manager
  - 1. Telephone Number(s)
  - 2. Email address
- B. Sales/Account Representative
  - 1. Telephone Number(s)
  - 2. Email address

#### **SALES TAX**

Sales tax is not applicable as this product is used in the production and purification of potable water for resale, California Resale Permit Number 21144855.

# SPECIAL TECHNICAL SPECIFICATIONS Applies only to CITY OF SACRAMENTO 12.5% SODIUM HYPOCHLORITE

#### CHEMICAL AND PHYSICAL PROPERTIES

The liquid sodium hypochlorite shall be in accordance with ANSI/AWWA Standard B300 latest revision, except as modified or supplemented herein. The manufacturer or supplier shall provide an affidavit that the liquid sodium hypochlorite furnished under this specification complies with all applicable requirements of ANSI/AWWA Standard B300 at the time of delivery.

Also, this material shall be certified as suitable for contact with or treatment of drinking water and wastewater by an accredited certification organization in accordance with American National Standards Institute (ANSI) / National Sanitation Foundation (NSF) Standard 60, Drinking Water Treatment Chemicals-Health Effects.

Sodium hypochlorite shall be in accordance with the United States Environmental Protection Agency (USEPA) regulations and shall be registered, labeled, and marked as prescribed by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA).

Each load supplied under this bid shall meet the following criteria:

Product Standards	ANSI/AWWA B300 Sodium Hypochlorite – Liquid			
Product Certification	NSF/ANSI Standard 60 Drinking Water Treatment Chemicals – Health Effects			
Solution Strength	Available Chlorine shall be between 12.5 and 20 trade percent. pH range shall be between 11 - 13.			
	Shall contain a minimum of 120 grams per liter (GPL) available chlorine (equivalent to 10.85 percent sodium hypochlorite by weight).			
Composition	Shall have a minimum of 0.15% and a maximum of 0.45% by weight sodium hydroxide.			
	Total free alkali (NaOH) shall not exceed 1.5% by weight.			
	Insoluble matter shall not exceed 0.15% by weight.			
Clarity	Clear, light-yellow colored liquid with no visible cloudiness, impurities, or sediment. Each load shall be visually inspected on-site by plant operational staff. Acceptance of each load based upon this visual inspection.			
Contaminant	< 0.3 mg/L Iron, < 0.03 mg/L Copper, < 0.03 mg/L Nickel, < 2,000 mg/L			
Concentrations	Chlorate , < 20 mg/L Bromate			
Suspended Solids Filter Test Time	< 3 minutes			

#### SDS, ANALYSIS DATA, AND CERTIFICATION

Bidders shall supply the Safety Data Sheet, an analysis of the sodium hypochlorite, the manufacturer's specification sheet, and the manufacturer's labeling instructions as part of the bid package together with the location of the manufacturer's plant site. Bidders shall also supply proof with each shipment that the proposed product has been certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Treatment Chemicals – Health Effects.

It is the responsibility of the supplier to inform the City of Sacramento that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between City of Sacramento and Contractor.

#### PLACEMENT OF ORDERS/DELIVERIES

Orders will be made on an "as needed" basis during the contract period.

Deliveries shall be made in agreement with the Plant Operation's schedule after receipt of orders, typically within three (3) working days, at any time during the contract period. Delivery shall be made in 4,000 gallon or larger tank trucks or trailers. Trucks or trailers shall be equipped with a weight measurement system that will show the number of gallons or pounds of product delivered to the City's storage tank. If a truck is not equipped with a weight measurement system the driver shall provide a truck scale reading for each delivery. Delivery time of shipments shall not exceed two weeks from the time of product manufacture.

Deliveries shall be made Monday through Thursday, between 7:00 a.m. and 2:00 p.m., and Friday, between 7:00 a.m. and 1:00 p.m., during which time the City will provide personnel to monitor and assist with unloading the liquid chlorine from tank truck to receiving storage. Unless otherwise directed, failure to observe this time constraint may result in a delay of the unloading to the following day, at no additional cost to the City. The City may reject any load with missing, damaged, or open seals or lack of chain of custody paperwork if delivery equipment lacks seals. Any trucks found to be leaking product will not be allowed to enter City property.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. The City of Sacramento may reject a load if the equipment is not properly cleaned.

Delivery driver shall provide an approved, leak-free connection device and must make all line connections from the tank truck to the City's feed system. The driver must be trained how to recognize leaks, how to

shut-off the system, and how to make any emergency repairs necessary. The driver shall observe the transfer filling operation and be present at all times until the transfer is complete. The driver shall perform disconnection of all lines from the City's system and shall be responsible for minimizing any spillage due to such operation.

The Contractor shall be responsible for any spills resulting from failure of its delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City of Sacramento reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the City will hire a certified hazardous material handling company to clean up the spill and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the City of Sacramento's equipment, such as pipes, valves, level indications, or alarms, should fail and the spillage is not the fault of the Contractor, the Contractor shall be relieved of cleanup of the spill.

All tank truck deliveries must conform to any and all U.S. Department of Transportation regulations covering highway transport of sodium hypochlorite solution and comply in every respect with current Federal and State Hazardous Materials regulations. Packaging shall comply with Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) under USEPA regulations.

The contractor will supply safety training records for all delivery truck drivers that enter plant grounds.

Authorized buyers for Shasta site deliveries: Amy Kral, Anthony Richard, Charles Capron, Ed Silva, Eric Solomon, George Avalos, Howard Moreland, Jeffrey Emocling, Ryan Palmer, Connor Gardner, Justin Krellwitz, Keith Johnson, Michael Morillo, Mike Ragan, Richard Dare, Rod Frizzell.

#### **DELIVERY LOCATIONS**

It may be required that the sodium hypochlorite be delivered to one or all of the delivery locations listed below. All deliveries shall be made in agreement with the primary contact assigned to each location. Secondary contacts may be contacted if for some reason, primary contacts are not available.

Combined Waste Water Treatment Plant (CWTP) 1391 35<sup>th</sup> Avenue Sacramento, CA 95822 Pioneer Reservoir (Pioneer) 2100 Front Street Sacramento, CA 95818

#### CWTP Primary Contact:

Philip Myers, Sr. Plant Operator

Office: (916) 808-7087 Cell: (916) 247-8581

Email: pmyers@cityofsacramento.org

#### Secondary Contact for both CWTP and Pioneer

Philip Meyer, Supervising Plant Operator

Office: (916) 808-5286 Cell: (916) 996-1979

Email: pmeyer@cityofsacramento.org

Shasta Park Water Facility (Shasta) 8380 Kastanis Way Elk Grove, CA 95758

#### Shasta Primary Contact:

Mike Ragan, Supervising Plant Operator

Office: 916-808-5822 Cell: (916) 952-8803

Email: MRagan@cityofsacramento.org

#### **Shasta Secondary Contact:**

Ed Silva, Senior Plant Operator

Office: (916) 808-8865 Cell: (916) 801-1738

Email: ESilv@@citYofsacramento.or8

#### **EMERGENCY DELIVERIES**

Due to weather events, the City may require emergency deliveries on weekends and holidays from time to time. Contractor shall provide an after -hours contact and phone number. Orders shall be placed with as much notice to the Contractor as possible and Contractor shall make every practicable effort to deliver product as needed.

#### DELIVERY DOCUMENTATION AND PROTOCOL

The City of Sacramento delivery sites listed require an email from the liquid sodium hypochlorite supplier the day of delivery, at least an hour prior to arrival. Information listed below shall be emailed to the delivery facility contacts listed below prior to delivery. The email must contain the following information:

- Security Information Sheet (Must include the following)
  - Delivery Location
  - Driver Information
  - Estimated Time of Arrival
  - Bill of Lading Number

#### Pioneer Primary Contact:

Steve Kruenegel, Sr. Plant Operator

Office: (916) 446-1778

Email: skruenegel@cityofsacramento.org

- Truck Number
- License Number
- Seal Numbers
- Driver Identification with photo
- 3. Affidavit of Compliance / Certificate of analysis that shall include the following information:
  - Date and Time of Manufacture
  - Sodium Hypochlorite (NaOCI) % by Weight
  - Sodium Hydroxide (NaOH) % by Weight
  - Specific Gravity (Referenced at specific temperature)
  - pH
  - Contaminant Concentrations
  - Suspended Solids Test Time
  - NSF/ANSI 60 Compliance
- Weight Certificate

#### If applicable, provide the following additional items:

- 5. Washout Certificate or "last Contained" notation on CoA / Affidavit of Compliance
- Product Tank Identification and Washout Checklist\*
- \* Note: This requirement does NOT need to be emailed or faxed prior to delivery, but needs to be completed by the driver and suppliers facility personnel.

Upon arrival drivers will present the above information for verification by City of Sacramento Water Treatment Plant personnel. Deliveries will not be accepted by the City of Sacramento unless accompanied by Certificate of Analysis for the specific batch of liquid sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

#### SAMPLES

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the Contractor shall represent the exact items and/or products bid and to be supplied. Samples must be received within 5 working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

Prior to Contractor unloading materials, the City may perform quick tests and sample analysis to verify that the items and/or products supplied meet the requirements of this specification. The total gross sample taken shall not exceed 10 qt (9.5 L). The Contractor or its subcontractors shall allow 45 minutes for this pre-unloading testing to be completed. If the City cannot complete the testing within the 45 minute period, the City shall allow the Contractor to unload the shipment. In the event that the load is rejected based upon test results, the Contractor shall have twenty-four (24) hours to supply another

shipment. If the Contractor is unable or unwilling to supply another shipment within this time period, the City has the right to procure a shipment from another source. Two rejections of a lot or shipment in any twelve (12) month period shall constitute automatic termination of the Contractor's supply contract with the City of Sacramento.

At any time after unloading, the City reserves the right to perform complete tests and sample analysis to ensure that the items and/or products supplied meet the Environmental Protection Agency (EPA) specifications, ANSI/AWWA B300 specifications, and the supplemental specifications provided within this document. A combination of two failures to comply with these specifications, whether from shipment rejections as outlined above or from failure to meet specifications after a complete laboratory analysis may result in termination of the Contractor's supply contract with the City of Sacramento.

#### NOTICE OF NON-CONFORMANCE

If the material or its container does not meet the chemical, physical, or safety requirements of the industry and regulatory standards and the City's specifications, notice shall be given to the supplier immediately after observing said non-compliance; but in any case, within 30 days of receipt of shipment. In this event, supplier shall remove the unsuitable product or container from the premises of the purchaser at the City's request and replace it with a like amount of satisfactory liquid chlorine in an acceptable container; or, if there is an appropriate and safe solution for the problem, a price adjustment may be agreed upon between the supplier and the City.

#### **PAYMENT**

Payment will be made on the weight of product delivered. The contractor shall include with each shipment a certification of the total weight contained in each shipment.

All Invoices under this Agreement shall be submitted to the City by Contractor and shall contain the following information at a minimum:

- (1) Name of contractor and remit to address
- (2) Invoice number and date
- (3) Contractors Order number
- (4) City's Contract or Purchase Order number
- (5) Name of person placing order
- (6) Description of Item
- (7) Quantity of Item
- (8) Item and invoice amounts

Requests for payment shall be sent to:

A/P Processing Center City of Sacramento 915 I ST FL 4 Sacramento, CA 95814-2608 <u>OR</u>

### Email - Email your invoice and any attachments to: apinvoices@cityofsacramento.org

#### SALES TAX

Sales tax is not applicable as this product is used in the production and purification of potable water for resale, California Resale Permit Number SYKH98-021076.

#### SAFETY PROCEDURES & PROGRAM

Bidders shall supply copies of their safety procedures and/or program as part of the bid package. All services and/or products must comply with current California State Division of Industrial Safety Orders and Cal O.S.H.A. At a minimum, we would like information on the following pieces of your safety procedures/program:

- Any training specific to the Chemical material being provided
- Injury & Illness Prevention Program (IIPP)
- Hazard Communication Program and/or training
- Hazardous Materials Program and/or training
- Hazardous Material Spills Program and/or training if separate from Hazardous Materials

As part of its Emergency Preparedness Planning and Spill Response Plan, the successful bidder, upon award, shall submit a list of at least two degreed engineers (preferably Chemical Engineers) experienced in sodium hypochlorite operations to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure, or other emergency. List shall include the following information for each engineer: name, a 24 hour access phone number, degree received, college or university attended, and year of graduation. Failure to submit this list including all of the required information or failure to adhere to this requirement may result in the bid being found non-responsive.

All delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement.

#### SECURITY PROCEDURES

Contractor shall provide the City with a USB drive containing digital photographs of all of its delivery drivers with names imposed. Contractor shall send the City an updated USB drive within 24 hours of any change to its drivers. The City of Sacramento shall use the USB drive to verify whether a driver is actually an employee of the Contractor.

Contractor's drivers shall display their driver's license whenever asked by a City of Sacramento representative during the delivery. Failure to show proper license or failure of driver to be listed on USB drive provided to the City may result in rejection of delivery and could result in termination of the Contractor's supply agreement.

# SPECIAL TECHNICAL SPECIFICATIONS Applies only to EL DORADO IRRIGATION DISTRICT SODIUM HYPOCHLORITE 12.5%

#### **Delivery Requirements**

- Delivery Hours; 7am to 3:30pm, Monday Friday, excluding holidays.
- 2. District staff will place orders primarily by telephone. At that time an order is placed, a request for delivery driver information will be made and required to be faxed or e-mailed to the receiving site <u>twenty-four (24) hours</u> before the delivery. The delivery driver information consists of the following:
  - a. Delivery company name.
  - b. Delivery driver name.
  - c. Delivery driver driver's license number.
  - d. Delivery vehicle license and trailer license number(s).
  - Trailer seal top and base numbers.
     Orders may be refused if delivery driver information requests are not provided.
- A sample portion must be provided to the treatment operator for deliveries made to water sites before the delivery is off-loaded.
- 4. Delivery tank, hoses, and connections must be confirmed as dedicated for delivering the specific water treatment chemical via a letter from the contractor OR each delivery of water treatment chemical must be accompanied by a certificate indicating the delivery truck was washed thoroughly before filled with chemical to be delivered to El Dorado Irrigation District.

# SPECIAL TECHNICAL SPECIFICATIONS Applies only to MARIN MUNICIPAL WATER DISTRICT SODIUM HYPOCHLORITE

#### Delivery Hours:

Deliveries will only be accepted between the hours of 7:00am and 5:00 pm.

#### · General Delivery Requirements:

- The District provides separate two-inch (2.0") flange fittings for unloading. The tanker driver shall carry compatible flange, gasket and bolts with nuts to effect safe delivery of the chemical. No other method of unloading shall be permitted.
- Delivery by Totes shall not be accepted.
- Delivery of chemicals shall comply with District's security protocols. Security protocols are subject to change. Delivery company shall provide faxed copy of driver ID and tanker identification prior to delivery.
- Product shall not be delivered in multi-compartmentalized tankers containing multiple products. Delivery tankers and delivery mechanisms (hose, pumps and valves) shall be dedicated to product or proper cleaning shall be undertaken such that no contamination of the product can occur.
- The transfer of chemicals to the District facilities from the cargo trailer shall be the responsibility of the bidder.
- Bon Tempe Delivery Location Bidders shall ensure that appropriate tanker size is available to delivery to this location. <u>Total length (cab and trailer) of the delivery</u> <u>vehicle to the Bon Tempe location may not exceed 54 feet. Bidders not familiar with</u> this location shall inspect the access to this facility.

#### Delivery Locations:

Bon Tempe Treatment Plant End of Filter Plant Road Fairfax, CA

San Geronimo Treatment Plant 330 San Geronimo Valley Drive Woodacre, CA

Ignacio Water Quality Plant
13 Hamilton Drive
Novato CA
(Typical order volume is 1500 gallons, short load charges are not accepted)

Note -Deliveries by totes will not be accepted at any MMWD location. It is the responsibility of the bidder to review the access to each facility and to ensure they are able to deliver the required minimum quantities by tanker.

#### Training:

The successful bidder shall provide a minimum of two training sessions on separate days consisting of two hours of classroom instruction. The training is to be conducted at the District's facilities at a mutually convenient time. The training should include manufacture, chemical properties, transport, storage, safe handling and use of Product. Any charges for the training should be included in the bid.

#### Safety:

- All delivery vehicles shall be compliant with current requirements of California Public Utilities Commission, California Highway patrol and any applicable portions of the Hazardous Materials Regulations of the U.S. department of Transportation.
- All delivery drivers shall:
  - Be properly licensed by the California Department of Motor Vehicles.
  - Trained and experienced in proper procedures for delivering product and capable of a knowledgeable response in the event of an emergency.
  - All delivery drivers shall wear appropriate protective equipment required for unloading Product by California Occupational Safety and Health Act.
- The Successful bidder shall assume responsibility for all expenses and damages incurred by the District by reason of a delivery accident, spill or contamination incident, including the costs of abatement, clean up and repair of property.
- The Successful bidder shall clean any spills or contamination of any kind resulting from the successful bidder's, its agent, officers' or employees' performance under this agreement to the satisfaction of the District.

#### **General Requirements:**

The successful Bidder will be required to enter into the Marin Municipal Water District's (MMWD) Contract for the Supply of Water Treatment Chemicals. Bidders shall review the MMWD Supply Agreement and insurance requirements prior to bidding. To obtain a copy of the Agreement for the Supply of Water Treatment Chemicals and a copy of the insurance requirements please contact Danelle Graham, Senior Buyer, <a href="mailto:dgraham@marinwater.org">dgraham@marinwater.org</a>.

MMWD Revision date 1/27/2021

# SPECIAL TECHNICAL SPECIFICATIONS Applies only to CITY OF SAN LEANDRO 12.5% SODIUM HYPOCHLORITE

In addition to the primary delivery location at 3000 Davis Street, the City of San Leandro will require deliveries of 500 to 1,200 gallons to be made to a satellite pump station located 2.5 miles from the primary delivery location. Deliveries at this station are typically seasonal, but will occur during dry months regardless of season and are approximately one delivery every two weeks. The City of San Leandro will attempt to coordinate orders so that deliveries to the satellite pump station can be made at the same time as deliveries to the primary delivery location but cannot guarantee that every order for the pump station can be coordinated. The satellite pump station has easy access and a Plant Operator will always be in attendance. The price for deliveries to the pump station must be the same as at the primary delivery location.

# SPECIAL TECHNICAL SPECIFICATIONS Applies only to CITY OF STOCKTON 12.5% SODIUM HYPOCHLORITE

#### Requirement:

The successful Bidder will be required to enter into the City of Stockton's Agreement for the Purchase of Goods and Services. The successful Bidder will also be required to meet the City of Stockton's insurance and business license requirements. Any additional costs associated with executing the City of Stockton's Agreement for the Purchase of Goods and Services, and complying with the City's insurance and business license requirements must be noted as a specific deviation in the bid document.

To obtain a copy of the Agreement for the Purchase of Goods and Services and a copy of the insurance requirements in advance of the bid closing date, please contact Kathryn Garcia, Program Manager III - Wastewater, City of Stockton Municipal Utilities Department, at kathryn.garcia@stocktonca.gov. Information on obtaining a City of Stockton business license can be found on the website at www.stocktonca.gov/government/departments/econDev/eDevBus.html.

#### Wastewater Deliveries:

2500 Navy Drive, Stockton, CA 95206

#### Water Deliveries:

Delta Water Supply Plant 11373 N. Lower Sacramento Rd, Lodi, CA 95242

Well #27

1696 Bonaire Circle, Stockton, CA 95210

Well #30

6373 Brook Hollow Circle, Stockton 95219

Well #31

3871 Ivano Lane, Stockton, CA 95210

Well #10R

2418 Arden Way, Stockton, CA 95210

Well #3R

7400 N. West Lane, Stockton CA 95210

Well #29

10442 Muir Woods Ave, Stockton, CA 95209

Well #32

9151 S. 99 Frontage Road, Stockton, CA 95210

NSPAF

4502 White Forge Drive, Stockton, CA

Quantities delivered to these well sites are approximately 120-300 gallons.

# SPECIAL TECHNICAL SPECIFICATIONS Applies only to PLEASANT HILL RECREATION AND PARK DISTRICT 12.5% SODIUM HYPOCHLORITE

#### **Delivery Requirement:**

It may not be possible for a representative from the Pleasant Hill Recreation and Park District to be present when chemical deliveries are made. The successful bidder will be issued a key and an alarm code, if necessary, so that deliveries can be made if a representative of Pleasant Hill Recreation and Park District is not present. The delivery location is a park, which is open to the public. The successful bidder will be responsible for controlling the area while performing the delivery by properly identifying and barricading all passageways for the protection of the District's staff and members of the public. All OSHA and other applicable safety rules and regulations must be followed when handling and delivering all pool supplies and chemicals.

# SPECIAL TECHNICAL SPECIFICATIONS Applies only to West County Wastewater District Sodium Hypochlorite 12.5%

Agency Contact (Product Delivery) - Operations Building: (510) 837-6603

Agency Contact (Operators Desk): (510) 837-6228

Agency Contact (Lead Operator Cell Phone): (510) 812-8279.

Agency Contact (Contract/ Product Delivery): Joe Majarucon (510) 812-9589 (Operations

Supervisor), Izaiah Kruenegel (510) 390-1722

#### Delivery Requirements

#### Placement of orders

Contractor must be capable of making deliveries within (3) three working days after receipt of order. Conditions may arise which require emergency deliveries such as holidays, weekends and night time hours. No delivery should be made without a District employee on site. Supplier Driver shall report to the front lobby and sign in. They should not enter the chemical storage area unless the proper PPE is donned and two people are present. The certificate of analysis and weight master certificate should accompany each load.

With the exception of emergency orders, all deliveries should be between the hours of 7:00 am to 5:00 pm.

#### **Conduct of Delivery Personnel**

The supplier shall discharge from the District's premises any employee or subcontractor who, in the opinion of the District is incompetent, disorderly, is driving in an unsafe manner, violates safety requirements, poses a security risk or disrupts the District Operations.

#### Specific Item

Driver should report to the lobby and sign in. They should not enter the chemical storage area unless the proper PPE is donned and two people are present. The certificate of analysis and weight master certificate should accompany each load.

#### Safety requirements

The driver shall provide and will wear the necessary protective equipment as specified on the Safety Data Sheet (SDS) for the product being delivered. The delivery driver/ delivery technician must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and must adhere to all State, Federal and OSHA safety standards while on site. Furnished equipment materials and or services must comply with all OSHA standards and regulations and all governmental laws and orders.

#### Spillage

The contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from the failure of the attendant delivery personal in the proper performance of their duties. The District reserves the right to refuse any delivery made with equipment that is poorly maintained.

BACC 2019 Bid for FY 2020/2021

During the COVID-19 pandemic, it is required that drivers wear face coverings and maintain a six-foot distance between themselves and others.

### SPECIAL TECHNICAL SPECIFICATIONS Applies only to Zone 7 Water Agency Sodium Hypochlorite

#### **Delivery Hours:**

Deliveries will only be accepted between the hours of 8:00 am and 3:00 pm

#### **Delivery Locations:**

Del Valle Water Treatment Plant 901 East Vineyard Ave Livermore, CA (Typical order volume is 5000 gallons)

Patterson Pass Water Treatment Plant 8750 Patterson Pass Road Livermore, CA (Typical order volume is 5000 gallons)

Mocho Groundwater Demineralization Plant 5215 Stoneridge Drive Pleasanton, CA (Typical order volume is 2000 gallons, short load charges are not accepted)

Chain of Lakes Well
2655 El Charro Road
Pleasanton, CA
(Typical order volume is 2000 gallons, short load charges are not accepted)

Stoneridge Well
3750 Stoneridge Drive
Pleasanton, CA
(Typical order volume is 500 gallons, short load charges are not accepted)

Hopyard 6 Well 5997 Parkside Drive Pleasanton, CA (Typical order volume is 500 gallons, short load charges are not accepted)

### SECTION III - 1

BAY AREA CHEMICAL CONSORTIUM ESTIMATED ANNUAL QUANTITIES FOR BID NO. 12-2021 SODIUM HYPOCHLORITE 12.5%

### BAY AREA CHEMICAL CONSORTIUM ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2021/2022 BID NO. 13-2021

BID NO. <u>13-2021</u>	Unit of		Estimated Annual Qty for Treatment Applications:	
	Measure	Water	Wastewater	
Sodium Hypochlorite 12.5%	gal	2,684,400	9,310,500	
Central Valley				
City of Lathrop (Veiola NA)	gal	0	70,000	
City of Merced	gal	75,000		
City of Stockton	gal	116,000	625,000	
City of Turlock	gal	0	657,000	
Oakwood Lake Water District	gal	6,000	0	
		197,000	1,352,000	
East Bay				
Alameda County Water District	gal	314,000	0	
City of Hayward	gal	0	200,000	
City of San Leandro	gal	0	215,000	
Oro Loma Sanitary District	gal	0	260,000	
Union Sanitary District	gal	0	1,000,000	
		314,000	1,675,000	
Marin Sonoma				
Central Marin Sanitation Agency	gal	0	280,000	
City of Mill Valley - Sewerage Agency of Southern Marin	gal	0	60,000	
Las Gallinas Valley Sanitary District	gal	0	76,000	
Marin Municipal Water District	gal	220,000	0	
Napa Sanitation District	gal	0	300,000	
North Marin Water District	gal	3,000	0	
Sanitary District No. 5 of Marin County	gal	0	36,000	
Sausalito Marin City Sanitary District	gal	0	60,000	
		223,000	812,000	

### ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2021/2022 BID NO. 13-2021

	Unit of	Estimated Annual Qty for Treatment Applications	
	Measure	Water	Wastewater
North Bay			
Central Contra Costa Sanitary District	gal	0	450,000
City of Antioch	gal	280,000	0
City of Brentwood	gal	0	140,000
City of Martinez	gal	55,000	0
City of Pinole (Pinole/Hercules WPCP)	gal	0	150,000
Contra Costa Water District	gal	263,000	0
Delta Diablo Sanitation District	gal	0	485,000
Diablo Water District	gal	7,500	0
Ironhouse Sanitary District	gal	0	8,000
Pleasant Hill Recreation & Park District	gal	4,500	0
Rodeo Sanitary District	gal	0	55,000
Town of Discovery Bay CSD	gal	40,000	0
West County Wastewater District	gal	0	256,000
		650,000	1,544,000
<u>Peninsula</u>			
City of Burlingame	gal	0	100,500
City of Daly City/North San Mateo County Sanitation	gal	25,000	130,000
City of Millbrae	gal	0	63,000
City of San Mateo	gal	0	350,000
City of South San Francisco	gal	0	450,000
Sewer Authority Mid-Coastside	gal	0	135,000
Silicon Valley Clean Water (SVCW)	gal	0	367,000
		25,000	1,595,500
Sacramento			
Carmichael Water District	gal	45,000	0
City of Roseville	gal	235,000	107,000
City of Sacramento	gal	14,400	50,000
City of Yuba City	gal	10,000	0
El Dorado Irrigation District	gal	166,000	120,000
Nevada Irrigation District	gal	25,000	0
Rancho Murieta Community Services District	gal	0	35,000
Sacramento County Water Agency	gal	200,000	0
Woodland-Davis Clean Water Agency	gal	75,000	0
		770,400	312,000

### ESTIMATED ANNUAL QUANTITIES FOR FISCAL YEAR 2021/2022 BID NO. 13-2021

	Unit of	Estimated Annual Qty for Treatment Applications:	
- W- W-	Measure	Water	Wastewater
South Bay			
City of Morgan Hill	gal	15,000	0
City of Sunnyvale	gal	0	225,000
City of Watsonville	gal	0	60,000
San Jose - Santa Clara Regional Wastewater Facility	gal	0	1,100,000
		15,000	1,385,000
Tri Valley			
City of Dublin	gal	120,000	0
City of Livermore	gal	0	260,000
Dublin San Ramon Services District	gal	5,000	375,000
Zone 7 Water Agency	gal	365,000	0
		490,000	635,000
Sodium Hypochlorite 5.25% (OPTIONAL BID ITEM)	gal	85,000	0
<u>Sacramento</u>			
Nevada Irrigation District	gal	85,000	0
		85,000	0
Sodium Hypochlorite 12.5% In 275-gal totes (OPTIONAL BID ITEM)	gal	2,200	0
North Bay			
Contra Costa Water District	gal	2,200	0
		2,200	0
Sodium Hypochlorite 12.5% In Drums (OPTIONAL BID ITEM)	gal	1,700	0
Marin Sonoma			
North Marin Water District	gal	1,700	0
		1,700	0

### SECTION III - 2

BAY AREA CHEMICAL CONSORTIUM

DELIVERY DETAILS

FOR BID NO. 12-2021

SODIUM HYPOCHLORITE 12.5%

### BAY AREA CHEMICAL CONSORTIUM DELIVERY DETAILS BID NO. 13-2021 SODIUM HYPOCHLORITE 12.5%

The frequency of deliveries and typical delivery size are estimates of anticipated usage for a 12-month period and are given for informational purposes only and are not used in any calculations to determine the lowest overall bid (Section I, Paragraph 2.16 Method of Award). Refer to Section II-2, Special Technical Specifications, for any additional delivery requirements by each individual agency.

Per Region, Agency and Delivery Facility Name and Location			Frequency of Deliveries	Typical Delivery Size
CENTRAL VALLEY				
City of Lathrop (Velola NA)				
	18800 Christopher Way	Lathrop	Every 15 days	2,000 gallons
City of Merced				
	10260 Gove Road	Merced		
City of Stockton				
Delta Water Supply Plant	11373 N. Lower Sacramento Road	Lodi	2-5x per month	5,000 gallons
NSPAF	4502 White Forge Drive	Stockton	2-3x per month	120-300 gal
Stockton Regional Wastewater Control Facility	2500 Navy Drive	Stockton	1-3x per week	5,000 gallons
Various Well Sites	Varies	Stockton	2-3x per month	120-300 gallons each site
City of Turlock				
Turlock Regional Water Quality Control Facility	901 S. Walnut Rd	Turlock	2-3x per week	5,000 gallons
Oakwood Lake Water District				
Wastewater Treatment Plant	4396 Aplicella Ct	Manteca	6x per year	500 gallons
Well 3	3757 W. Woodward Ave	Manteca	6x per year	250 gallons
Well 4	1656 Bella Lago Way	Manteca	6x per year	250 gallons
EAST BAY				
<b>Alameda County Water District</b>				
Blending Facility	1111 Mowry Ave	Fremont	1x per 2 weeks	4,000 gallons
<b>Newark Desalination Facility</b>	6833 Redeker Place	Newark	1x per 2 weeks	3,000 gallons
Water Treatment Plant No. 2	42436 Mission Blvd.	Fremont	1-2 times per week	4,000 gallons
City of Hayward				
Water Pollution Control Facility	3700 Enterprise Avenue	Hayward	46x per year	5,000 gallons (truck load)
City of San Leandro				
Satellite Station	2.5 miles south of treatment plant	San Leandro	Every 2 weeks in Apr-Oct	500 - 1,200 gallons
Wastewater Treatment Plant	3000 Davis St	San Leandro	Every 10 days	5,000 gallons

# BAY AREA CHEMICAL CONSORTIUM DELIVERY DETAILS BID NO. 13-2021 SODIUM HYPOCHLORITE 12.5%

The frequency of deliveries and typical delivery size are estimates of anticipated usage for a 12-month period and are given for informational purposes only and are not used in any calculations to determine the lowest overall bid (Section I, Paragraph 2.16 Method of Award). Refer to Section II-2, Special Technical Specifications, for any additional delivery requirements by each individual agency.

Per Region, Agency and Delivery Faci	lity Name and Location		Frequency of Deliveries	Typical Delivery Size
Oro Loma Sanitary District				
Oro Loma Sanitary District	2600 Grant Avenue	San Lorenzo	Weekly	5,000 gallons
Union Sanitary District				
Union Sanitary District	5072 Benson Road	Union City	14-17 x per month	5,000 gallons
MARIN SONOMA NAPA				
Central Marin Sanitation Agency	,			
Central Marin Sanitation Agency	1301 Andersen Drive	San Rafael	1x per week; 3-4x per week in wet weather	5,000 gallons
City of Mill Valley - Sewerage Ag	gency of Southern Ma	rin		
Sewarage Agency of Southern Marin	450 Sycamore Ave	Mill Valley	1x per month	4,500 gallons
Las Gallinas Valley Sanitary Dist	rict			
	300 Smith Ranch Road	San Rafael	2x per month average	5,000 gallons
Marin Municipal Water District				
Bon Tempe	Filter Plant Road	Fairfax	24 per year	2,000 gallons
Ignacio Pump Station	13 Hamilton Drive	Novato	11x per year (1x per month)	1,500 gallons
San Geronimo	330 San Geronimo Valley Road	Woodacre	34x per year (summer 2x per week; winter 1x per month)	4,000 gallons
Napa Sanitation District				
	1515 Soscol Ferry Road	Napa	2-3x per week	5,000 gallons
North Marin Water District				
	End of Commodore Webster	Point Reyes Station	Every 5 weeks	200 gallons
	Hwy 37 between Atherton Ave & Hwy 101	Novato	1x per year	1,000 gallons
Sanitary District No. 5 of Marin	County			
	2001 Paradise Drive	Tiburon	1x per month	3,000 gallons
Sausalito Marin City Sanitary Di	strict			
Treatment Plant / District Office	1 East Road	Sausalito	1x per month	5,000 gallons, Receiving hours 6-1pm M-F

Per Region, Agency and Delivery Facilit	ty Name and Location		Frequency of Deliveries	Typical Delivery Size
NORTH BAY				
Central Contra Costa Sanitary Dis	trict			
CCCSD	5019 Imhoff Place	Martinez	2-3x weekly	5,000 gallons
City of Antioch				
City of Antioch Water Treatment Plant	401 Putnam Street	Antioch	1-3x per week	Full truck load
City of Brentwood				
Brentwood Wastewater Treatment Plant	2251 Elkins Way	Brentwood	2x per month	5,000 gallons
City of Martinez				
City of Martinez Water Treatment Plant	3003 Pacheco Blvd	Martinez	2x per month	2,500 gallons
City of Pinole (Pinole/Hercules W	PCP)			
Pinole/Hercules Water Pollution Control Plant	11 Tennent Avenue	Pinole	Every 10-12 days	5000 gallons
Contra Costa Water District				
<b>Bollman Water Treatment Plant</b>	2015 Bates Ave	Concord	approx 28x per year	4,500 - 5,000 gallons
City of Brentwood Water Treatment Plant	3760 Neroly Rd	Concord	approx 15x per year	4,500 - 5,000 gallons
Pinehollow Pump Station	Grasswood Ct	Concord	1x per year	2 x 550 gallon tanks
Randall-Bold Water Treatment Plant	3760 Neroly Rd	Oakley	approx 2x during plant shutdowns Nov-Apr	330 gallons
Willow Pass Pump Station	1920 Clayton Way	Concord	approx 2x during plant shutdowns Nov-Apr	330 gallons
<b>Delta Diablo Sanitation District</b>				
Wastewater Treatment Plant	2500 Pittsburg- Antioch Hwy	Antioch	2x per week	5,000 gallons
Diablo Water District				
Blending Facility	2201 Laurel Road	Oakley	Every 3 months	1,500 gallons
Ironhouse Sanitary District				
	450 Walnut Meadows Dr	Oakley	Once per quarter	2,000 gallons
Pleasant Hill Recreation & Park D	istrict			
Pleasant Hill Aquatic Park	147 Gregory Lane	Pleasant Hill	May-September: once/month October-April: once every 2 months	650 gallons

Per Region, Agency and Delivery Facility Name and Location			Frequency of Deliveries	Typical Delivery Size
Rodeo Sanitary District				
·	800 San Pablo Avenue	Rodeo	2x per month	2,300 gallons
Town of Discovery Bay CSD				
	1800 Newport Drive	Discovery Bay	1-2x per week in summer; 1- 2x per month in fall/winter	500-900 gallons
	1800 Willow Lake Road	Discovery Bay	1-2x per week in summer; 1- 2x per month in fall/winter	500-900 gallons
West County Wastewater District	:			
Water County Wastewater	2377 Garden Tract Road	Richmond	1 per week (min)	4,500 gallons
PENINSULA				
City of Burlingame				
Wastewater Treatment Facility	1103 Airport Blvd	Burlingame	2x per month	5,000 gallons
City of Daly City/North San Mated	County Sanitation	District		
Citrus Pump Station	792 Niantic Ave	Daly City	2x per month	Mini bulk
North San Mateo County Sanitation District WWTP	153 Lake Merced Blvd	Daly City	1 per week	Bulk delivery
Westlake Pump Station	295 Coronado St	Daly City	2x per month	Mini bulk
City of Millbrae				
Water Pollution Control Plant	400 E. Millbrae Ave	Millbrae	1 every 3-4 weeks	4,800 gallons
City of San Mateo				
	2050 Detroit Drive	San Mateo	1 load approx every 1 week	Full tanker truck, 4,000 gallons
City of South San Francisco				
South San Francisco - San Bruno Water Quality Control Plant	195 Belle Air Road	South San Francisco	Weekly	4,800 gallons
Sewer Authority Mid-Coastside				
	1000 N. Cabrillo Hwy	Half Moon Bay	Every 3 weeks	5,000 gallons
Montara Pump Station	16th St and Cabrillo Hwy	Montara	Monthly	2,000 gallons
Princeton Pump Station	West Point at Stanford Ave	Half Moon Bay	Monthly	2,000 gallons
Silicon Valley Clean Water (SVCW	0			
Redwood City Pump Station	1585 Maple St	Redwood City	2x per year	2,000 gallons (split with WWTP)
WWTP	1400 Radio Rd	Redwood City	2x per week	4,500 gallons

Per Region, Agency and Delivery Facility	Per Region, Agency and Delivery Facility Name and Location			Typical Delivery Size				
<u>SACRAMENTO</u>	SACRAMENTO SACRAMENTO							
Carmichael Water District								
Bajamont Water Treatment Plant	3501 Bajamont Way	Carmichael	9 per year	Full load, approx 5,000 gallons				
City of Roseville								
Parks and Recs - Johnson Pool	100 D Street	Roseville 95661	Jan-Mar 400 gal total Apr-May 400 gal/mo Jun-Sep 400 gal/wk Oct-Dec 400 gal/mo	300 gallons				
Parks and Recs - Mike Shellito Pool	10210 Fairway Dr	Roseville 95678	Jan-Mar 500 gal/mo Apr-May 700 gal/mo Jun-Sep 800 gal/mo Oct-Dec 500 gal/mo	400 gallons				
Parks and Recs - Roseville Aquatic Complex	3051 Woodcreek Oaks Blvd	Roseville 95747	Jan-Mar 500 gal/mo Apr-May 500 gal/wk Jun-Sep 1200 gal/wk Oct-Dec 500 gal/mo	1500 gallons				
Pleasant Grove Wastewater Treatment Plant	5150 Westpark Dr	Roseville 95747	16x per year (2-3 per month in summer, 1-2 per month in winter)	5,000 gallons				
Roseville Energy Park	2150 Phillip Rd	Roseville 95747	Every 2 months	5,000 gallons				
Roseville Water Treatment Plant	9595 Barton Rd	Granite Bay 95746	40x per year (2 per wk in summer, 1- per month in winter)	5,000 gallons				
City of Sacramento								
Combined Wastewater Treatment Plant	1391 35th Avenue	Sacramento	Rain dependent - can be multiple orders each week	4,500-4,800 gallons				
Pioneer Reservoir	2100 Front Street (cross street is V Street)	Sacramento	Rain dependent - can be mu <sup>l</sup> tiple orders each week	4,500-4,800 gallons				
Shasta Water Treatment Plant	8380 Kastanis Way	Elk Grove	Typically 1 to 2 deliveries per month (may be reduced during extremely wet years)	600 gallons				
City of Yuba City								
Gauche Park City Swimming Pool	421 C Street	Yuba City	Weekly during summer; biweekly in winter	200-250 gals in summer; 125-200 gals in winter				

Per Region, Agency and Delivery Facilit	Per Region, Agency and Delivery Facility Name and Location			Typical Delivery Size
El Dorado Irrigation District				
Deer Creek Wastewater Treatment Plant	1565 Deer Creek Rd	Cameron Park, CA 95682	Quarterly	5,000 gallons
EID Reservoir 1 Water	5575 Gilmore Rd	Pollock Pines, CA 95726	Quarterly	5,000 gallons
EID Reservoir A Water	5560 Sly Park Rd	Pollock Pines, CA 95726	Monthly	5,000 gallons
El Dorado Hills Wastewater Treatment Plant	4625 Latrobe Rd	El Dorado Hills, CA 95762	Bimonthly	5,000 gallons
El Dorado Hills Water Plant	1835 Francisco Dr	El Dorado Hills, CA 95762	Monthly	5,000 gallons
<b>Nevada Irrigation District</b>				
E. George Treatment Plant	11258 Banner Lava Cap Rd	Nevada City	5x per year	5,000 gallons (12.5%)
Lake of the Pines (LOP) Treatment Plant	12818 Torrey Pines Dr	Auburn	3x per year	5,000 gallons (5.25%)
Lake Wildwood Water Treatment Plant	14199 Beitler Road	Nevada City	4x per year	5,000 gallons (5.25%)
Loma Rica Water Treatment Plant	13786 Loma Rica Dr	Grass Valley	5x per year	5,000 gallons (5.25%)
North Auburn Treatment Plant	1220 Locksley Lane	Auburn	4x per year	5,000 gallons (5.25%)
Rancho Murieta Community Serv	rices District			
Wastewater Reclamation Plant	15160 Jackson Road	Rancho Murieta	1x per month/5 months in summer	4,500 gallons
Sacramento County Water Agend	y .			
Anatolia Water Treatment Plant		Rancho Cordova	2x per month	4,500 - 5,000 gallons
Big Horn Water Treatment Plant		Elk Grove	0-2x per month	2,000 gallons
Elk Grove Water Treatment Plant		Elk Grove	0-2x per month	2,000 gallons
Poppy Ridge Water Treatment Plant		Elk Grove	0-2x per month	2,000 gallons
Vineyard Surface Water Treatment Plant	10151 Florin Road	Sacramento	0-3x per month	5,000 gallons
Waterman Road Water Treatment Plant		Sacramento	0-2x per month	2,000 gallons
Wild Hawk Water Treatment Plant		Sacramento	0-2x per month	2,000 gallons
Woodland-Davis Clean Water Ag	ency			
	855 County Road 102	Woodland	2x per month	4,500 - 5,000 gallons

er Region, Agency and Delivery Fac	ility Name and Location		Frequency of Deliveries	Typical Delivery Size
SOUTH BAY				
City of Morgan Hill				
13 different well sites	various	Morgan Hill	1-2x per month	100 - 300 ga <sup>l</sup> lons pe well site
Boys Ranch #1 Well	1004 Burnett Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Boys Ranch #2 Well	1000 Burnett Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Boys Ranch #3 Well	1002 Burnett Ave	Morgan Hill	1-2x per month	100 - 300 ga <sup>l</sup> lons
Butterfield Well	179 Calle Hermosa	Morgan Hill	1-2x per month	100 - 300 gallons
Diana #1 Well	200 Diana Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Diana #2 Well	1420 Diana Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Diana #3 Well	1000 Diana Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Diana #4 Well	505 Diana Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Dunne #1 & 2 Wells	100 E. Dunne Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Jackson Well	2150 E. Dunne Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Main #1 and #2 Well	470 E. Main Ave	Morgan Hill	1-2x per month	100 - 300 gallons
Nordstrom Well	17002 Murphy Ave	Morgan Hill	1-2x per month	100 - 300 gallons
San Pedro Well	1240 San Pedro Ave	Morgan Hill	1-2x per month	100 - 300 gallons
City of Sunnyvale				
City of Sunnyvale Wastewater Treatment Plant	1444 Borregas Avenue	Sunnyvale	1-2x per week	5,000 gallons
City of Watsonville				
City of Watsonville RWF	500 Clearwater Lane	Watsonville	Approx every 6 wks	5000 gals
San Jose - Santa Clara Regional	Wastewater Facility			
San Jose/Santa Clara Regional Wastewater Facility	700 Los Esteros Rd	San Jose	5 per week	5,000 gallons (full tanker)
TRI VALLEY				
City of Dublin				
The Wave	4201 Central Parkway	Dublin	As needed (1x monthly October-April, up to weekly May-September	1,600 gallons
City of Livermore				
	101 West Jack London Blvd	Livermore	Weekly	5,000 gallons

Per Region, Agency and Delivery Facility	ty Name and Location		Frequency of Deliveries	Typical Delivery Size
<b>Dublin San Ramon Services Distri</b>	ct			
FOD Pump Station 10A	10 Barnet Blvd	Dublin	14x per year	360 gallons (split between 3 sites - 120 gals each)
FOD Pump Station 300B	3441 Fallon Rd	Dublin	14x per year	360 gallons (split between 3 sites - 120 gals each)
FOD Reservoir 1A	8218 Rhoda Ave	Dublin	14x per year	360 gallons (split between 3 sites - 120 gals each)
Regional Wastewater Treatment Facility	7399 Johnson Drive	Pleasanton	76x per year (about 6x per month)	4,400 gallons
Water Recycling Plant (DERWA)	7399 Johnson Drive	Pleasanton	10x per year during summer	4,400 gallons
Zone 7 Water Agency				
Chain of Lakes	2655 El Charro Rd	Pleasanton	Every 18 days	500 gallons
Del Valle Water Treatment Plant	901 East Vineyard Ave	Livermore	Every 9 days	5,000 gallons
Hopyard Well #6	5997 Parkside Dr	Pleasanton	Every 18 days	500 gallons
Mocho Demineralization Plant	5215 Stoneridge Dr	Pleasanton	Every 42 days	2,500 gallons
Patterson Pass Water Treatment Plant	8750 Patterson Pass Road	Livermore	Every 20 days	5,000 gallons
Stoneridge Well	3750 Stoneridge Dr	Pleasanton	Every 18 days	500 gallons

### SECTION III - 3

BAY AREA CHEMICAL CONSORTIUM
PARTICIPATING MEMBER AGENCY CONTACT LIST
FOR BID NO. 12-2021
SODIUM HYPOCHLORITE 12.5%

### Central Valley

<u>Central Valley</u>		
CITY OF LATHROP (VEIOLA NA)		
Veolia Water West Operating Service, Inc. 390 Towne Center	Drive Lathrop, CA 95330	
Paul Zolffarelli	paul.zolfarelli@veolia.com	209-406-3845
CITY OF MERCED		
Wastewater Treatment Facility 10260 Gove Road Merced, C.	A 95340	
Charles Slagter	SlagterC@cityofmerced.org	
Keith Riedeman	RiedemanK@cityofmerced.org	209-385-6215
CITY OF STOCKTON		
Municipal Utilities Department 2500 Navy Drive Stockton, Co		
Kathryn Garcia Program Manager III - Wastewater	Kathryn.Garcia@stocktonca.gov	209-937-8232
CITY OF TURLOCK		
156 S Broadway, #270 Turlock, CA 95380		
Lisa Quiroga Purchasing Coordinator	equiroga@turlock.ca.us	209-668-5402
Erica Walker	ewalker@turlock.ca.us	
OAKWOOD LAKE WATER DISTRICT		
PO Box 77980 Stockton, CA 95267		
Casey Wichert Operations Department	caseywichert@valleyoperators.com	209-483-5525
Bert Michalczyk Consultant	bert.michalczyk@gmail.com	209-239-2481
Lynne Wichert Billing Department	lynnewichert@valleyoperators.com	209-239-2481
East Bay		
ALAMEDA COUNTY WATER DISTRICT		
43885 South Grimmer Blvd Fremont, CA 94538		
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Cris Pena Engineer	Cris.Pena@acwd.com	510-668-6516
Renee Gonzalez Procurement Specialist	renee.gonzalez@acwd.com	510-668-4294
Thomas Spankowski Environmental Compliance Engineer	thomas.spankowski@acwd.com	510-668-6533

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CITY	UF	пА	T VV P	MD

CITY OF HAYWARD		
Water Pollution Control Facility 3700 Enterprise Avenue Hay	ward, CA 94545	
Diane Vargas WPCF Secretary	diane.vargas@hayward-ca.gov	
David Donovan WPCF Manager	david.donovan@hayward-ca.gov	510-293-5099
Alex Ameri Public Works Director	alex.ameri@hayward-ca.gov	
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Mark Orlandi Operations Supervisor	mark.orlandi@hayward-ca.gov	510-293-5212
CITY OF SAN LEANDRO		
Water Pollution Control Plant 3000 Davis Street San Leandro	, CA 94577	
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Justin Jenson Plant Manager	jjenson@sanleandro.org	510-577-6059
ORO LOMA SANITARY DISTRICT		
2655 Grant Avenue San Lorenzo, CA 94580-1838		
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UNION SANITARY DISTRICT		
5072 Benson Road Union City, CA 94587-2508		
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### Marin Sonoma Napa

#### CENTRAL MARIN SANITATION AGENCY

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Jason Dow Jdow@cmsa.us Jacky Wong jwong@cmsa.us

CITY OF MILL VALLEY -	SEWERAGE AGENCY OF SOUTHERN MARIN

26 Corte Madera Avenue Mill Valley, CA 94941		
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LAS GALLINAS VALLEY SANITARY DISTRICT		
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MARIN MUNICIPAL WATER DISTRICT		
220 Nellen Avenue Corte Madera, CA 94925		
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NAPA SANITATION DISTRICT		
1515 Soscol Ferry Road Napa, CA 94558		
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NORTH MARIN WATER DISTRICT		
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SANITARY DISTRICT NO. 5 OF MARIN COUNTY 2001 Paradise Drive Tiburon, CA 94920		
Tony Rubio District Manager	trubio@sani5.org	415-435-1501

SA	USALITO	MARIN	CITY	SANITARY	DISTRICT

1 East Road	Sausalito, (	CA 94965
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Cathy Bondanza cathy@smcsd.net

#### North Bay

#### CENTRAL CONTRA COSTA SANITARY DISTRICT

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Alan Weer Plant Operations Division Manager aweer@centralsan.org 925-335-7731

Stephanie King Purchasing and Materials Manager sking@centralsan.org

#### CITY OF ANTIOCH

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Zach Hylton

Tim Coley Water Treatment Superintendent tcoley@ci.antioch.ca.us 925-779-7028

#### CITY OF BRENTWOOD

2251 Elkins Way Brentwood, CA 94513

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#### CITY OF MARTINEZ

525 Henrietta Street Martinez, CA 94553

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#### CITY OF PINOLE (PINOLE/HERCULES WPCP)

11 Tennet Avenue Pinole, CA 94564

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CONTRA COSTA WATER DISTRICT		
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DELTA DIABLO SANITATION DISTRICT		
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Eka Ekanem Senior Accountant	ekae@deltadiablo.org	925-756-1978
DIABLO WATER DISTRICT		
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IRONHOUSE SANITARY DISTRICT		
450 Walnut Meadows Drive Oakley, CA 94561		
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PLEASANT HILL RECREATION & PARK DISTRICT		
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RODEO SANITARY DISTRICT		
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TOWN OF DISCOVERY BAY CSD		
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Mike Davies General Manager	mdavies@todb.ca.gov	925-634-1733

WEST COUNTY WASTEWATER DISTRIC	WEST	COUNT	Y WAST	EWATER	RDISTRICT
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2910 Hilltop Drive	Richmond,	CA	94806
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#### Peninsula

#### CITY OF BURLINGAME

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#### CITY OF DALY CITY/NORTH SAN MATEO COUNTY SANITATION DISTRICT

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#### CITY OF MILLBRAE

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#### CITY OF SAN MATEO

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#### CITY OF SOUTH SAN FRANCISCO

San Bruno Water Quality Control Plant 195 Belle Air Road South San Francisco, CA 94080

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NEVADA IRRIGATION DISTRICT		
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### South Bay

South Bay		
CITY OF MORGAN HILL		
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Inga Alonzo Public Utilities Management Analyst	inga.alonzo@morganhill.ca.gov	408-310-4182
CITY OF SUNNYVALE		
Water Pollution Control Plant 1444 Borregas Avenue Sunnyo	ale, CA 94088-3707	
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Lisa Vo	lvo@sunnyvale.ca.gov	
CITY OF WATSONVILLE		
500 Clearwater Lane Watsonville, CA 95076		
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SAN JOSE - SANTA CLARA REGIONAL WASTEWATER FACILITY		
700 Los Esteros Road San Jose, CA 95134		
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Satya Nand	satya.nand@sanjoseca.gov	408-635-6635
Thomas Martinez	Thomas.Martinez@sanjoseca.gov	408 635-6635
<u>Tri Valley</u>		
CITY OF DUBLIN		
100 Civic Plaza Dublin, CA 94568		
Danny Weber Recreation Coordinator - The Wave at Emerald Glen	daniel.weber@dublin.ca.gov	925-574-4800
CITY OF LIVERMORE		
Water Resources/Public Works Department 101 West Jack Lo	ndon Blvd. Livermore, CA 94551	
Jimmie Truesdell WR Operations Manager	jltruesdell@cityoflivermore.net	925-960-8122

#### **DUBLIN SAN RAMON SERVICES DISTRICT**

Regional Wastewater Treatment Facility 7399 Johnson Drive	Pleasanton, CA 94588	
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Levi Fuller Plant Operations Supervisor	fuller@dsrsd.com	925-875-2300
ZONE 7 WATER AGENCY		
100 North Canyons Parkway Livermore, CA 94551		
Karen Bartels Buyer II	kbartels@zone7water.com	925-454-5039

### **SECTION IV**

BAY AREA CHEMICAL CONSORTIUM
BID CONTRACT DOCUMENTS
FOR BID NO. 12-2021
SODIUM HYPOCHLORITE 12.5%

\*\*\* All of the following pages must be properly completed and submitted for the bid to be considered complete. Do not submit Worksheet.\*\*\*

### NACD Responsible Distribution Process Code of Management Practice

Each member company shall have an active program designed to continuously improve safety and reduce incidents. This Code does not impose upon member companies any obligation to guarantee compliance by third parties, i.e., parties over whom the member companies have no control. This program shall include:

#### Risk Management

- A. Senior management commitment, through policy, communications, and resources, to on-going improvements in chemical distribution safety.
- B. Regular review with suppliers of the hazards of materials.
- C. Identification and implementation of risk reduction measures.

#### II. Compliance Review and Training

- A. A process for monitoring regulations and industry practices for their application to chemical distribution activities.
- B. A process for implementing applicable regulations and industry practices that apply to chemical distribution activities.
- C. Training for all employees in the implementation of applicable regulations, as well as member company's specific requirements.
- D. A process for review of employee compliance with applicable regulations and member company's specific requirements and review of outside contractor and re-seller compliance with member company's specific requirements.

#### III. Carrier Selection

 A. A process for selecting carriers to transport chemicals that includes carrier safety and fitness, security, regulatory compliance, and performance review.

#### IV. Handling and Storage

- A. Procedures for ensuring that containers are appropriate for the chemical being shipped, comply with regulatory requirements, and are free from leaks and visible defects.
- B. Criteria for the cleaning and re-use of transportation equipment and chemical containers, and the proper disposal of cleaning residues.
- C. Procedures for loading and unloading chemicals at the member company's facilities that result in protection of personnel, a reduction in emissions to the environment, and ensures that chemicals are loaded and unloaded into and out of proper storage facilities.
- D. A program for providing manufacturer guidance and information to customers, warehouses, terminals and/or carriers on procedures for loading, unloading, and/or storing chemicals.
- E. A process for selecting owned and contracted facilities and sites for chemical storage or handling that emphasizes safety, fitness and includes reviews.
- F. Documentation of current operating procedures for handling and storing chemicals.
- G. Facility design, construction, maintenance inspection, and security practices that promote facility integrity, consistent with recognized codes and regulations.
- H. Develop a process for addressing chemical site and chemical transportation security.
- Provisions for control of processes and equipment during emergencies resulting from natural events, utility disruptions, and other external conditions
- J. Procedures to properly label and mark packages and containers

#### V. Job Procedures and Training

- Identification of the skills and knowledge necessary to perform each job.
- B. Establishment of procedures and work practices for safe operating and maintenance activities.
- C. Training for all personnel to reach and maintain proficiency in safe work practices and the skills and knowledge necessary to perform their job, including confirmation of competence.
- D. Programs designed to assure that personnel in safety critical jobs are fit for duty and are not compromised by external influences, including alcohol and drug abuse.
- E. Outside Contractors: In areas where hazardous materials are present, members shall have a process in place to inform contractors of the known hazards and the emergency action plan.

#### VI. Waste Management and Conservation Practices

- A. Procedures to ensure that all self-generated waste and empty containers are disposed of in a responsible manner, and in accordance with existing regulations.
- B. A clear commitment by senior management through policy communications, resources, and programs to ongoing waste reductions and pollution prevention at each member facility.
- C. A commitment to institute resource conservation measures.

#### VII. Emergency Response and Public Preparedness

- A. A process for responding to, reporting on, and investigating chemical distribution incidents and releases involving the member company's chemicals, and implementation of appropriate preventive measures developed form that investigative process.
- B. A system of internal investigation, reporting, appropriate corrective action, and follow-up for each incident and/or near miss that result or could have resulted in chemical incidents or releases.
- C Procedures for making emergency response information concerning the member company's chemicals available to response agencies.

- D. Communication with state and/or local emergency planning commissions and response organizations on the potential hazards of the member company's chemicals.
- E. Annual review, testing, and assessment of the operability of the member company's written emergency action and fire prevention plan and/or emergency response plan.
- F. Facility tours for first responders to promote emergency preparedness and to provide current knowledge of facility operations.
- G. Coordination of the written facility emergency response plan with the local emergency response team and other facilities. If no community plan exists, the facility should assist with efforts to create one.
- H. Participation in the Local Emergency Planning Committee's process to develop and periodically test the local emergency response plan.

#### VIII. Community Outreach

- A. Interaction with organizations, associations, government officials and/or the public on behalf of NACD's Responsible Distribution Process<sup>SM</sup>.
- B. Information and updated for employees on the Responsible Distribution Process<sup>SM</sup> to encourage key employees to become involved in community outreach efforts.
- C. Advocacy of responsible public policies and regulations for chemical distribution.

#### IX. Product Stewardship

#### Customers

- A. A process to qualify customers as prescribed by governmental regulation.
- B. Member companies should work with customers to foster appropriate dissemination of information on the proper use, handling and disposal of products commensurate with product risk. A member may decide to cease doing business with customers whose practices are clearly inconsistent with the Responsible Distribution Process<sup>SM</sup>.

#### X. Internal RDP Audits

- A. Member companies shall establish documented procedures for regularly scheduled INTERNAL AUDITS to verify the implementation of policies and procedures supporting the RDP Code of Management Practice. The audits will be used to evaluate the effectiveness of the policies and procedures. Internal Audits shall be done on a yearly basis beginning with successful completion of the Interim Verification Process.
- B. Audits shall be recorded and results brought to the attention of appropriate management personnel who must take timely corrective or preventive action. Annual audit results should be retained until the next Third-party On-Site Verification is completed.

#### XI. RDP Corrective and Preventive Action

- A Member companies shall establish a CORRECTOVE AND PREVENTIVE ACTION system for RDP related issues. This system should permit the identification and communication of inadequacies or improvements in each member company's implementation of RDP.
- B. Member companies shall establish and maintain procedures for implementing corrective action and preventive actions arising from Internal and external audits or other sources. Any corrective or preventive action taken to resolve the cause or RDP implementation inadequacy shall be appropriate, as determined by member company management, to the magnitude of the cause or inadequacy and commensurate with the risk involved.

#### XII. RDP Document and Data Control

- A. Member companies shall establish and maintain a documented system to control all policies and procedures supporting RDP. In addition, member companies shall maintain a documented system to control the documents and data relating to RDP itself as issued by the National Association of Chemical Distributors (NACD).
- B. Data includes any of the above that is electronically stored and utilized.
- C. These documented procedures shall include provisions for review and approval of any new or revised policies and procedures by the authorized personnel within the member company.
- D. A master list or functionally equivalent document control system identifying the current version of each document shall be established and be readily available to preclude the use of invalid and/or obsolete documents. The system shall ensure that:

Changes to documents and data shall be reviewed and approved by the same function/organization that performed the original review and approval, unless specifically designated otherwise. These functions/organizations shall have access to pertinent background information upon which to base their review and approval. Where practical, the nature of the change shall be identified in the document or appropriate attachments.

## NACD Responsible Distribution Process Guiding Principles

- To recognize and respond to community concerns about chemicals, their handling, and transportation.
- To make health, safety, security, and environmental considerations a priority in our planning for all existing and new operations, products, processes, and facilities.
- To inform emergency response officials, employees, customers, and the
  public of manufacturer's information on chemical-related health or
  environmental hazards, and the manufacturer's recommendations on
  protective measures.
- To work with customers, in accordance with manufacturer's recommendations, on product stewardship including handling, use, transportation, and disposal of chemical products
- To operate our plants and facilities in a manner that protects the health and safety of our employees, the public and the environment.
- To cooperate in resolving problems created by past handling and disposal of hazardous chemicals.
- To participate with government and others in crating responsible laws, regulations, and practices to help safeguard the community, workplace, and environment.
- To promote the principles and practices of Responsible Distribution Process<sup>SM</sup> by sharing experiences and offering assistance to others who produce, handle, use transport, or dispose of chemicals.



### RDP - What is it?

Univar is a member of the National Association of Chemical Distributors. This trade association developed the Responsible Distribution Process<sup>SM</sup> (RDP), which focuses on the responsible management and distribution of chemicals.

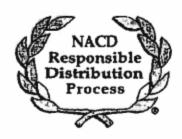
RDP emphasizes continual improvement in the health, safety, security, and environmental performance of all NACD member companies. This includes a commitment to comply with environmental, health and safety regulations; providing critical product safety information to employees, contractors and customers; while working with local communities and neighbors to respond to their needs. RDP consists of a set of Guiding Principles and the Code of Management Practice. This Code includes 47 specific requirements, divided into twelve sections:

- Risk Management
- Compliance Review and Training
- Carrier Selection
- Handling and Storage
- Job Procedures and Training
- Waste Management & Conservation

- Emergency Response/Public Preparedness
- Community Outreach
- Product Stewardship
- Internal RDP Audits
- RDP Corrective & Preventive Action
- RDP Document & Data Control

A key requirement of RDP and a condition of membership in NACD is verification of members' RDP policies and procedures by a third-party firm. Univar received the first Third-Party verification in 1995 and received a compliance certificate. We were re-certified in 2000 and again in 2004.

Univar maintains a leadership position in NACD, and remains firmly committed to the Responsible Distribution Process and its objective of promoting continual improvement in chemical handling and distribution.





#### Univar Solutions USA Inc. Safety Information

#### I. INTRODUCTION

#### (A) Scope

Univar USA Inc. (UNIVAR) is committed to conducting its operations in a manner that minimizes the risk to the safety and health of our employees, customers, the public and the environment.

#### (B) Purpose

This Injury & Illness Prevention Program (IIPP) has been developed by UNIVAR for its employees who may be exposed to general and/or chemical hazards. This program meets the requirements of Senate Bill 198 enacted under California Labor Code Section 6401.7 and the General Industry Safety Orders Section 3203.

This IIPP represents only a portion of UNIVAR's Safety and Environmental Program. The program includes several written programs and manuals such as the Operating Standards Manual, Emergency Contingency Plan, Risk Management Program, Process Safety Management Program, Hazard Communication Program, Respiratory Protection Program, Confined Space Entry Program, Lock Out/Tag Out Program, Hot Work Program and Documentation Manual. The IIPP is not intended to be a standalone program but rather a supplement to all of the other current programs. The primary functions of this program are to inform employees of the regulation, highlight areas of occupational hazards, direct them to the proper means of minimizing the identified hazards and define the lines of communication between employees and management.

This IIPP is available for review by employees, government agencies, vendors, contractors or any other parties who have a need to examine the Program. The Program includes:



### Univar Solutions USA Inc. Safety Information

Employer Information: Name, address, telephone number, type of business

and main activity.

Administrator Information: Person with the authority and responsibility to

administer the program.

Safety & Health Hazard Evaluation: A two step process which includes job classification

and occupational hazard analysis-

Standard Operating Procedures/

Operating Standards:

Programs and procedures necessary to ensure employee safety and health in every aspect of their

ah

job.

Inspection Program: Inspections are conducted: (1) when the IIPP is first

established; (2) whenever new substances, processes, procedures, or equipment are introduced into the workplace; (3) whenever a new or previously unrecognized hazard is identified; (4) when occupational injuries or illnesses occur; and (5) whenever workplace conditions warrant an inspection. Scheduled daily, weekly and monthly

inspections.

Training Program: Employees receive initial, refresher and ongoing

training as required.

Communication: Provides a means to instruct employees on the

hazards associated with each job classification; ensure employees' compliance with standard operating procedures and safe work practices; encourage employees to participate in the safety program and identify areas of concern and/or

hazards.

Safety Award Program: Company program that encourages and rewards

employees for working safely.



#### Univar Solutions USA Inc. Safety Information

Progressive Disciplinary Action Policy: Company policy that disciplines employees that do

not perform their job functions according to

established policies, procedures and guidelines. These policies, procedures and guidelines

have been developed to establish a safe working environment for all of our employees and any

deviation from them will not be tolerated.

Recordkeeping Requirements:

Includes this written program; hazard analysis; the OSHA 300 Log; Standard Operating Procedures; inspections; training; meeting records and disciplinary actions for a period of time prescribed

**Program Reviews:** 

Review and assess this and other company

programs as required to ensure their effectiveness

and applicability.

Univar USA Inc. 17425 N.E. Union Hill Rd Redmond, WA 98052 PO Box 34325 Seattle, WA 98124-1325 USA

T 425 889 3400 F 425 889 4100 www.univaruss.com



#### UNIVAR'S SECURITY PROGRAM

As a distributor of industrial chemicals and solvents, a responsible distribution member of the National Association of Chemical Distributors, and an active member of the communities we serve, Univar USA Inc. has long had policies and procedures in place to ensure the security of our products, facilities, employees and communities. On March 25<sup>th</sup> 2003, the Department of Transportation (DOT) enacted HM-232 to address concerns regarding the security of hazardous materials during transportation. The following summary outlines the major provisions of Univar's Security Program as it pertains to the safety and security of our products, facilities, employees and communities as well as DOT's security regulations.

#### SECURITY / VULNERABILITY ASSESSMENT

Due to the hazardous nature of the chemicals we manage and distribute, Univar constantly assesses its security and vulnerability concerning internal or external threats that could potentially disrupt operations or harm our employees, communities or the environment. Univar's security program addresses the following potential sources of loss or disruption:

- Theft, vandalism, and break-ins
- · Theft of confidential business information
- Sabotage of equipment, utilities, and records
- Product contamination and tampering
- Bomb threats
- · Civil unrest disrupting plant access and operations
- Workplace violence and assaults

Additionally, Univar has developed a risk-based matrix to identify areas of concern and has taken steps to address those areas of concern.

#### PERSONNEL SECURITY

Personnel security begins with hiring qualified employees. Univar has established policies and procedures to ensure we hire and maintain qualified employees. These policies and procedures include, but are not limited to:

- Pre-employment background checks
- Pre-employment and random drug tests for drivers and warehouse staff
- Policy on "Standards of Conduct" policy (included in the Employee Handbook)
- Policy on "Confidential Information" policy (included in the Employee Handbook)
- Checkout procedures for terminating employees
- Referral of illegal or criminal activities to law enforcement

#### **UNAUTHORIZED ACCESS**

Univar has established minimum facility security guidelines that each facility must implement and adhere to. Those minimum guidelines include but are not limited to:

- · Perimeter and warehouse security
- Equipment security
- · Access controls for production areas, warehouses, utility facilities, and offices
- Signs to direct visitors and vehicles to the appropriate entry points
- Visitor control

Univar employees have been trained to question unescorted person(s) within the operating areas, and to be watchful for unusual activity on company property or in the immediate surrounding areas.

#### FDA REGULATED PRODUCTS

The security of FDA regulated products falls within the overall facility security plan which complies with the various federal regulations governing chemical security, including the DOT and the Department of Homeland Security (DHS).

All FDA regulated products have tamper-evident seals or caps on the containers, including rail tank cars, tank trucks, intermediate bulk containers (IBCs), drums and pails. The use of tamper evident seals provides a mechanism for the warehousemen, driver and/or customer to identify potential tampering with the container.

In addition, all FDA regulated products are lot controlled. The lot number on the container is cross-referenced with the lot number on the bill of lading before delivery to the customer.

For FDA regulated products packaged/transferred at Univar USA facilities, all of the hoses and other devices used during the product transfer process are secured at the end of the packaging process by various means.

All inbound and outbound shipments of these products are inspected to assure they are properly packaged, labeled and have tamper evident seals in place.

### SECURITY ASSESSMENT / EVALUATION

All facilities undergo periodic security review to evaluate the integrity and effectiveness of their security policies, procedures and systems.

#### RESPONSIBILITIES

Each Univar facility has designated an employee, and an alternate, as the site security coordinator. This person(s) will be responsible for performing the following security management functions:

- Prepare and implement a site security program consistent with the requirements herein
- Establish relationships with law enforcement and emergency response agencies
- Manage incident reporting procedures, conduct incident investigations, and if necessary, conduct investigations into breaches of company security policy
- · Train employees about security awareness
- Address security issues in an emergency, crisis management planning and execution
- Periodically reassess the facility's site security program

#### TRAINING

Employees receive training regarding this security program and its implementation. Training will address the following items:

- · Company security objectives
- Specific security procedures:
  - Product integrity
  - Personnel security
  - Facility security
  - o En-route security
- · Employee responsibilities

#### EN ROUTE SECURITY

Univar trucks are clearly marked with Univar's name and address on the cab doors. Products and routes will be evaluated to assess the security risks. Measures will be taken to secure hazardous cargo while in transit.

#### COMMON CARRIER EVALUATION

In addition to the above security measures, Univar has taken steps to verify our common carriers' compliance with DOT's HM-232 rules. Each common carrier has been asked to certify their security compliance with regards to HM-232.

Should you have any questions regarding any of the items noted in this security program summary, please feel free to contact your local Univar representative or myself at (425) 889-3776.

Respectfully,

l:

Ed Higbee

Director - Regulatory, Health & Safety



The Public Health and Safety Organization

### **NSF Product and Service Listings**

These NSF Official Listings are current as of **Wednesday**, **March 31**, **2021** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

http://info.nsf.org/Certified/PwsChemicals/Listings.asp?

CompanyName=univar&ChemicalName=Sodium+Hypochlorite&

### NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Univar Canada Ltd 9800 Van Horne Way Richmond, BC V6X 1W5 Canada 604-273-1441

Facility: # 1 Canada

Sodium Hypochlorite[CL]

Trade Designation
Sodium Hypochlorite 12%

Product Function

Max Use

Disinfection & Oxidation

97mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Univar Canada Ltd. 9800 Van Horne Way Richmond, BC V6X 1W5 Canada

604-273-1441

Facility: Edmonton, Alberta, Canada

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Bleach 12%	Disinfection & Oxidation	87mg/L
Javex 12%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 12%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 16%	Disinfection & Oxidation	66mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility: Valleyfield, Québec, Canada

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite 12%	Disinfection & Oxidation	95mg/L
Sodium Hypochlorite 4%	Disinfection & Oxidation	285mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Univar Canada Ltd. 9800 Van Horne Way Richmond, BC V6X 1W5 Canada

416-740-5300

Facility: # 1 Ontario, Canada

Sodium Hypochlorite[CL]

Trade Designation Product Function

Sodium Hypochlorite 12% Disinfection & Oxidation

Max Use

Disinfection & Oxidation

97mg/L

Sodium Hypochlorite 12% Water Treatment Disinfection & Oxidation

97mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

### Univar Solutions USA Inc.

17411 NE Union Hill Road Redmond, WA 98052 United States 425-889-3496

Facility: KAS Lemont, IL

Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseLiquichlor 12.5% SolutionAlgicide84mg/L

Disinfection & Oxidation

Sodium Hypochlorite 12.5% Algicide 84mg/L

Disinfection & Oxidation

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Univar Solutions USA Inc. DBA Univar USA Inc. 3075 Highland Parkway Suite 200 Downers Grove, IL 60515 United States 425-889-3400

Facility: # 1 St. Louis, MO

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 12.5%	Disinfection & Oxidation	40mg/L
Sodium Hypochlorite	Disinfection & Oxidation	40mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	40mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Phoenix 27th Ave., AZ

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 5.25%	Disinfection & Oxidation	200mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Commerce, CA

Sodium Hypochlorite[CL]

Trade Designation Product Function Max Use

Liquichlor 12.5% Disinfection & Oxidation 84mg/L Liquichlor 12.5% Solution Disinfection & Oxidation 84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Santa Fe Springs, CA

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 5.25%	Disinfection & Oxidation	200mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Redwood City, CA

#### Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseSodium Hypochlorite 12.5%Disinfection & Oxidation84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Visalia, CA

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Jacksonville, FL

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 10%	Disinfection & Oxidation	55mg/L
Liquichlor 12.5%	Disinfection & Oxidation	44mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	55mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	44mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Tampa, FL

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 10%	Disinfection & Oxidation	105mg/L
Liquichlor 12.5%	Disinfection & Oxidation	94mg/L
Sodium Hypochlorite	Disinfection & Oxidation	94mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	105mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	94mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Dallas, GA

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite 10%	Disinfection & Oxidation	105mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Norcross, GA

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Nampa, ID

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 12.5% Solution	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Bedford Park, IL

#### Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseSodium Hypochlorite 12.5%pH Adjustment84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center, Geismar, LA

#### Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseLiquichlor 12.5% SolutionDisinfection & Oxidation78mg/LSodium Hypochlorite 12.5%Disinfection & Oxidation78mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

#### Facility: St. Paul Terrace Court, MN

#### Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseLiquichlor 12.5% SolutionDisinfection & Oxidation84mg/LSodium Hypochlorite 12.5%Disinfection & Oxidation84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Charlotte, NC

#### Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseLiquichlor 12.5% SolutionDisinfection & Oxidation84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Walbridge, OH

#### Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseLiquichlor 12.5%Disinfection & Oxidation78mg/LSodium Hypochlorite 12.5%Disinfection & Oxidation78mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Portland, OR

#### Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseLiquichlor 12.5%Disinfection & Oxidation84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Altoona, PA

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 12.5%	Disinfection & Oxidation	45mg/L
Liquichlor 5.25%	Disinfection & Oxidation	107mg/L
Sodium Hypochlorite Solution 12.5%	Disinfection & Oxidation	45mg/L
Sodium Hypochlorite Solution 5.25%	Disinfection & Oxidation	107mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Bunola, PA

Sodium Hypochlorite[CL]

Trade Designation Product Function Max Use

Liquichlor 12.5%	Disinfection & Oxidation	45mg/L
Liquichlor 5.25%	Disinfection & Oxidation	107mg/L
Sodium Hypochlorite Solution 12.5%	Disinfection & Oxidation	45mg/L
Sodium Hypochlorite Solution 5.25%	Disinfection & Oxidation	107mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Middletown, PA

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 10%	Disinfection & Oxidation	75mg/L
Liquichlor 12.5%	Disinfection & Oxidation	60mg/L
Liquichlor 5.25%	Disinfection & Oxidation	142mg/L
Liquichlor 9.2%	Disinfection & Oxidation	81mg/L
Sodium Hypochlorite Solution 10%	Disinfection & Oxidation	75mg/L
Sodium Hypochlorite Solution 12.5%	Disinfection & Oxidation	60mg/L
Sodium Hypochlorite Solution 5.25%	Disinfection & Oxidation	142mg/L
Sodium Hypochlorite Solution 9.2%	Disinfection & Oxidation	81mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Providence, RI

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 10%	Disinfection & Oxidation	105mg/L
Liquichlor 12.5%	Disinfection & Oxidation	84mg/L
Liquichlor 5.25%	Disinfection & Oxidation	200mg/L
Liquichlor 9.2%	Disinfection & Oxidation	114mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Spartanburg, SC

#### Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseLiquichlor 12.5% SolutionDisinfection & Oxidation84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Distribution Center - Elmendorf, TX

#### Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseLiquichlor 12.5%Disinfection & Oxidation84mg/LSodium Hypochlorite 12.5%Disinfection & Oxidation84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility: Chester, VA

Sodium Hypochlorite[CL]

Trade Designation Product Function Max Use

Liquichlor 12.5% Liquichlor 5.25% Disinfection & Oxidation
Disinfection & Oxidation

58mg/L 138mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Kent, WA

#### Sodium Hypochlorite

Trade DesignationProduct FunctionMax UseLiquichlor 12.5%Disinfection & Oxidation84 mg/L

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Cincinnati Dues Drive, OH

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 10% Solution	Disinfection & Oxidation	75mg/L
Liquichlor 12.5% Solution	Disinfection & Oxidation	6omg/L
Liquichlor 5.25% Solution	Disinfection & Oxidation	142mg/L
Sodium Hypochlorite Solution 12.5%	Disinfection & Oxidation	60mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

Facility: Dallas Bekay Street, TX

Sodium Hypochlorite[CL]

Trade Designation

Product Function

Max Use 84mg/L

Sodium Hypochlorite 12.5%

Disinfection & Oxidation

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility:** Houston Brisbane, TX

#### Sodium Hypochlorite[CL]

Trade Designation Product Function Max Use Liquichlor 10% Solution Disinfection & Oxidation 65 mg/L Liquichlor 12.5% Solution Disinfection & Oxidation 52 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

### Univar Solutions USA Inc. DBA Univar USA Inc.

17425 Northeast Union Hill Road Redmond, WA 98052 United States 425-889-3400

Facility: # 11 USA

Sodium Hypochlorite[CL]

Trade Designation Product Function Max Use Liquichlor 12.5% Disinfection & Oxidation 84mg/L Sodium Hypochlorite 12.5% Disinfection & Oxidation 84mg/L [CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

### Univar Solutions USA Inc. DBA Univar USA Inc.

17425 Northeast Union Hill Road Redmond, WA 98052 United States 425-889-3400

Facility: # 18 USA

#### Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseBCS Sodium Hypochlorite Solution (12.5%)Disinfection & Oxidation84mg/LLiquichlor 12.5% SolutionDisinfection & Oxidation84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

### Univar Solutions USA Inc. DBA Univar USA Inc.

17425 Northeast Union Hill Road Redmond, WA 98052 United States 425-889-3496

Facility: # 2 Houston, TX

Sodium Hypochlorite[CL]

Trade Designation

Liquichlor

Product Function
Disinfection & Oxidation

Max Use 62mg/L

Liquichlor 10%	Disinfection & Oxidation	62mg/L
Liquichlor 12.5%	Disinfection & Oxidation	50mg/L
Liquichlor Max	Disinfection & Oxidation	50mg/L
Sodium Hypochlorite 10%	Disinfection & Oxidation	62mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	50mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

# Univar Solutions USA Inc. DBA Univar USA Inc.

17411 Northeast Union Hill Road Redmond, WA 98052 United States 425-889-3496

Facility: # 25 Dayton, OH

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 12.5% Solution	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

# Univar Solutions USA Inc. DBA Univar USA Inc.

3075 Highland Parkway Suite 200 Downers Grove, IL 60515 United States 425-889-3400

### Facility: San Antonio, TX CarbonFree

Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseLiquichlor 10% SolutionDisinfection & Oxidation105mg/L

Algicide Bactericide

Liquichlor 12.5% Solution Disinfection & Oxidation 84mg/L

Algicide Bactericide

Sodium Hypochlorite 10% Disinfection & Oxidation 105mg/L

Algicide Bactericide

Sodium Hypochlorite 12.5% Disinfection & Oxidation

ion & Oxidation 84mg/L

Algicide Bactericide

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

# Univar Solutions USA Inc. DBA Univar USA Inc.

17411 Northeast Union Hill Road Redmond, WA 98052 United States 425-889-3496

Facility: RN Willow Springs, IL

Sodium Hypochlorite[CL]

Sodium Hypochlorite 12.5%

Trade DesignationProduct FunctionMax UseLiquichlor 12.5% SolutionDisinfection & Oxidation84mg/L

Bactericide Algicide

Disinfection & Oxidation

dation 84mg/L

Bactericide

#### Algicide

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

# Univar Solutions USA Inc. DBA Univar USA Inc.

3075 Highland Parkway Suite 200 Downers Grove, IL 60515 United States 425-372-1529

Facility: Niagara Falls, NY - Oxy

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 12.5% Solution	Disinfection & Oxidation	55mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	55mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Max Use

### Univar USA Inc.

17425 Northeast Union Hill Road Redmond, WA 98052 United States 425-889-3400

Facility: #8 USA

Sodium Hypochlorite[CL]

Trade Designation Product Function

Liquichlor 12.5%

Disinfection & Oxidation

99mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

### Univar USA Inc.

17425 Northeast Union Hill Road Redmond, WA 98052 United States 425-889-3400

Facility: # 10 USA

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Liquichlor 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

### Univar USA Inc.

17425 Northeast Union Hill Road Redmond, WA 98052 United States 425-889-3496

Facility: # 12 USA

Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseLiquichlor 12.5% SolutionDisinfection & Oxidation84mg/LLiquichlor 5.25% SolutionDisinfection & Oxidation200mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility: # 17 Saugus, CA

Sodium Hypochlorite[CL]

Trade DesignationProduct FunctionMax UseLiquichlor 12.5% SolutionDisinfection & Oxidation84mg/LLiquichlor 5.25% SolutionDisinfection & Oxidation200mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 15 Number of matching Products is 106 Processing time was 1 seconds



The Public Health and Safety Organization

### **NSF Product and Service Listings**

These NSF Official Listings are current as of **Monday**, **April 12**, **2021** at 12:15 a.m. Eastern Time. Please <u>contact</u> NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

http://info.nsf.org/Certified/PwsChemicals/Listings.asp?

CompanyName-K2&ChemicalName=Sodium+Hypochlorite&

### NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

lact

### K2 Pure Solutions NoCal, L.P.

950 Loveridge Road
Pittsburg, CA 94565
United States
925-203-1190
Visit this company's website (http://www.k2pure.com)

Facility: Pittsburg, CA

#### Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Sodium Hypochlorite	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 13%	Disinfection & Oxidation	79mg/L
Sodium Hypochlorite 13.7%	Disinfection & Oxidation	75mg/L
Sodium Hypochlorite 16%	Disinfection & Oxidation	65mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. DocuSign Envelope ID: D750E576-7E78-491F-9D21-1CC5EEEC30BA

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Number of matching Manufacturers is 1 Number of matching Products is 5 Processing time was 0 seconds

6800149 ZZI KZ# 86218 Wellht#82918



### **Certificate of Analysis**

Product:

Sodium Hypochlorite 12.5

K2 Lot #:

200129-C1

Date of Manufacture:

1/29/2020

Characteristic:	Unit	Lower Limit	Upper Limit	Value
Sodium Hypochlorite (NaOCI)	wt%	12.5		12.7
Specific Gravity @ 20 deg C				1.193
Density @ 20 deg C	g/mL			1.190
Total Alkalinity (NaOH)	wt%	0.1	1.0	0.8
Sodium Carbonate (Na <sub>2</sub> CO <sub>3</sub> )	wt%	0.0	1.0	0.1
Iron (Fe)	ppm		1.0	<1.0
Nickel (Ni)	ppm		0.1	<0.1
Bromate (BrO <sub>3</sub> )	mg/L		24	<10
Insoluble Matter	wt%		0.15	<0.15
Color				clear greenish yellow
Odor				mild chlorine odor
pH				12.5

#### **Environmental Status:**

RCRA List: N/A
SARA 313 List: N/A
California Prop 65 List: N/A
EPA Registration Number: 550-198

**DOT Proper Shipping Name:** 

Hypochlorite Solutions, 8, UN1791, PGIII (RQ 100 Lbs) = 80 Gallons 12.5% Solution

Date of Delivery:

1-29-2020







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#### SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name

SODIUM HYPOCHLORITE 12.5% LIQUICHLOR®

Manufacturer or supplier's details

Company Address Univar Solutions USA, Inc.

3075 Highland Pkwy Suite 200 Downers Grove, IL 60515

United States of America (USA)

Emergency telephone number:

Transport North America: CHEMTREC (1-800-424-9300) CHEMTREC INTERNATIONAL Tel # 703-527-3887

Additional Information:

Responsible Party: Product Compliance Department

E-mail: SDSNA@univarsolutions.com SDS Requests: 1-855-429-2661 Website: www.univarsolutions.com

#### SECTION 2. HAZARDS IDENTIFICATION

**GHS Classification** 

Corrosive to metals

: Category 1

Acute toxicity (Inhalation)

: Category 3

Skin corrosion

: Category 1

Serious eye damage

Category 1

**GHS label elements** 

Hazard pictograms



Signal word

: Danger

Hazard statements

: H290 May be corrosive to metals.

H314 Causes severe skin burns and eye damage.

H331 Toxic if inhaled.

Precautionary statements

: Prevention:

P234 Keep only in original container.

P261 Avoid breathing dust/ fume/ gas/ mist/ vapours/ spray.

P264 Wash skin thoroughly after handling.

P271 Use only outdoors or in a well-ventilated area.

P280 Wear protective gloves/ protective clothing/ eye protection/

face protection. Response:

P301 + P330 + P331 IF SWALLOWED: Rinse mouth. Do NOT

induce vomiting.

P303 + P361 + P353 IF ON SKIN (or hair): Take off immediately

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all contaminated clothing. Rinse skin with water/shower. P304 + P340 + P310 IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/doctor.

P305 + P351 + P338 + P310 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/doctor.

P363 Wash contaminated dothing before reuse. P390 Absorb spillage to prevent material damage.

Storage:

P403 + P233 Store in a well-ventilated place. Keep container

tightly closed. P405 Store locked up.

P406 Store in corrosive resistant container with a resistant inner

liner.

Disposal:

P501 Dispose of contents container to an approved waste dis-

posal plant.

Other hazards

None known.

#### SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous components

CAS-No.	Chemical name	Weight percent
1310-73-2	Sodium hydroxide	10 - 20
7782-50-5	Chlorine	10 - 20

Actual concentration is withheld as a trade secret

Any Concentration shown as a range is due to batch variation.

#### SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.

Consult a physician.

Show this safety data sheet to the doctor in attendance. Symptoms of poisoning may appear several hours later.

Do not leave the victim unattended.

If inhaled : Call a physician or poison control centre immediately.

If unconscious, place in recovery position and seek medical

advice.

In case of skin contact : Immediate medical treatment is necessary as untreated

wounds from corrosion of the skin heal slowly and with difficul-

ty.

If on skin, rinse well with water. If on clothes, remove clothes.

In case of eye contact : Small amounts splashed into eyes can cause irreversible tis-

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sue damage and blindness.

In the case of contact with eyes, rinse immediately with plenty

of water and seek medical advice.

Continue rinsing eyes during transport to hospital.

Remove contact lenses. Protect unharmed eye.

Keep eye wide open while rinsing.

If eye irritation persists, consult a specialist.

If swallowed : Keep respiratory tract clear.

Do NOT induce vomiting.

Do not give milk or alcoholic beverages.

Never give anything by mouth to an unconscious person.

If symptoms persist, call a physician. Take victim immediately to hospital.

#### SECTION 5. FIREFIGHTING MEASURES

Unsuitable extinguishing

media

: High volume water let

Specific hazards during fire-

fighting

: Do not allow run-off from fire fighting to enter drains or water

courses.

Hazardous combustion prod-

ıcts

: hydrogen chloride

Chlorine compounds

Further information : Collect contaminated fire extinguishing water separately. This

must not be discharged into drains.

Fire residues and contaminated fire extinguishing water must

be disposed of in accordance with local regulations.

Special protective equipment

for firefighters

: Wear self-contained breathing apparatus for firefighting if nec-

essary

#### SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emer-

gency procedures

Use personal protective equipment.

Ensure adequate ventilation. Evacuate personnel to safe areas.

Environmental precautions : Prevent product from entering drains.

Prevent further leakage or spillage if safe to do so.

If the product contaminates rivers and lakes or drains inform

respective authorities.

Methods and materials for containment and cleaning up Neutralise with acid.

Soak up with mert absorbent material (e.g. sand, silica gel,

acid binder, universal binder, sawdust).

Keep in suitable, closed containers for disposal.

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#### SECTION 7. HANDLING AND STORAGE

Advice on protection against

fire and explosion

: Normal measures for preventive fire protection.

Advice on safe handling

Avoid formation of aerosol.
 Do not breathe vapours/dust.
 Avoid contact with skin and eyes.
 For personal protection see section 8.

Smoking, eating and drinking should be prohibited in the ap-

plication area.

Provide sufficient air exchange and/or exhaust in work rooms. To avoid spills during handling keep bottle on a metal tray. Dispose of rinse water in accordance with local and national

regulations.

Conditions for safe storage

Prevent unauthorized access.

Keep container tightly closed in a dry and well-ventilated

place.

Containers which are opened must be carefully resealed and

kept upright to prevent leakage. Observe label precautions.

Electrical installations / working materials must comply with

the technological safety standards.

#### SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

#### Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parame- ters / Permissible concentration	Basis
1310-73-2	Sodium hydroxide	С	2 mg/m3	ACGIH
		С	2 mg/m3	NIOSH REL
	1	TWA	2 mg/m3	OSHA Z-1
		С	2 mg/m3	OSHA P0
7782-50-5	Chlorine	TWA	0.5 ppm	ACGIH
		STEL	1 ppm	ACGIH
		С	0.5 ppm 1.45 mg/m3	NIOSH REL
		С	1 ppm 3 mg/m3	OSHA Z-1
		STEL	1 ppm 3 mg/m3	OSHA P0
		TWA	0.5 ppm 1.5 mg/m3	OSHA P0

#### Personal protective equipment

Respiratory protection

: General and local exhaust ventilation is recommended to maintain vapor exposures below recommended limits. Where concentrations are above recommended limits or are unknown, appropriate respiratory protection should be worn. Follow OSHA respirator regulations (29 CFR 1910.134) and

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use NIOSH/MSHA approved respirators. Protection provided by air purifying respirators against exposure to any hazardous chemical is limited. Use a positive pressure air supplied respirator if there is any potential for uncontrolled release, exposure levels are unknown, or any other circumstance where air purifying respirators may not provide adequate protection.

In the case of vapour formation use a respirator with an ap-

proved filter.

Hand protection

Remarks : The suitability for a specific workplace should be discussed

with the producers of the protective gloves.

Eye protection : Eye wash bottle with pure water

Tightly fitting safety goggles

Wear face-shield and protective suit for abnormal processing

problems.

Skin and body protection : Impervious clothing

Choose body protection according to the amount and concen-

tration of the dangerous substance at the work place.

Hygiene measures : Avoid contact with skin, eyes and clothing.

When using do not eat or drink. When using do not smoke.

Wash hands before breaks and immediately after handling the

product.

#### SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : liquid

Colour : clear

yellow

green

Odour : Chlorine

Odour Threshold : No data available

pH : 11.5 - 13

Freezing Point (Melting point/freezing point) : -20 - -15 °C (-4 - 5 °F)

Boiling Point : No data available

Flash point : Not Flammable

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Evaporation rate : No data available

Flammability (solid, gas) : No data available

Upper explosion limit No data available

Lower explosion limit : No data available

Vapour pressure : No data available

Relative vapour density ... No data available

Relative density : 1.17 @ 20 °C (68 °F)

Reference substance: (water = 1)

Density . No data available

Water solubility : No data available

Solubility in other solvents : No data available

Partition coefficient: n-

octanol/water

: No data available

Auto-ignition temperature : No data available

Thermal decomposition : No data available

#### SECTION 10. STABILITY AND REACTIVITY

Reactivity : No dangerous reaction known under conditions of normal use.

Chemical stability : Stable under normal conditions.

Possibility of hazardous reac-

tions

: No decomposition if stored and applied as directed.

Conditions to avoid : No data available

Incompatible materials : acetylenes

Acids Alcohols Amines Ammonia

Combustible material Halogenated compounds

Hydrocarbons Hydrogen fluoride inorganic materials

iron Metals

Organic materials

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organic nitro compounds Polypropylene Powdered metals Reducing agents Zinc Hydrogen

#### SECTION 11. TOXICOLOGICAL INFORMATION

#### **Acute toxicity**

Product:

Acute inhalation toxicity

: Acute toxicity estimate: 3.86 mg/l

Exposure time: 4 h
Test atmosphere: vapour

Components:

7782-50-5:

Acute inhalation toxicity

: LC50 (Rat, male and female): 834 mg/m3

Exposure time: 1 h

Assessment: The component/mixture is highly toxic after short

term inhalation.

#### Skin corrosion/irritation

Product:

Remarks: Extremely corrosive and destructive to tissue.

Components:

1310-73-2: Species: Rabbit

Result: Causes severe burns.

7782-50-5: Species: Rabbit

Result: Irritating to skin.

Serious eye damage/eye irritation

Product:

Remarks: May cause irreversible eye damage.

Components:

1310-73-2: Species: Rabbit

Result: Risk of serious damage to eyes.

7782-50-5:

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Species: Rabbit

Result: Irritating to eyes. Exposure time: 72 h

#### Germ cell mutagenicity

#### Components:

7782-50-5:

Genotoxicity in vitro : Test Type: Chromosome aberration test in vitro

Species: Chinese hamster lung cells

Metabolic activation: with and without metabolic activation

Result: positive with metabolic activation

Test substance: Information given is based on data obtained

from similar substances.

#### Carcinogenicity

#### Components:

7782-50-5:

Species: Rat, (male and female) Application Route: Inhalation Exposure time: 2 yr

Dose: 0, 0.4, 1.0, 2.5 ppm Frequency of Treatment: 6 h/d, 5 d/wk

Result: did not display carcinogenic properties

IARC No component of this product present at levels greater than or

equal to 0.1% is identified as probable, possible or confirmed

human carcinogen by IARC.

OSHA No component of this product present at levels greater than or

equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP No component of this product present at levels greater than or

equal to 0.1% is identified as a known or anticipated carcinogen

by NTP.

#### STOT - single exposure

#### Components:

7782-50-5:

Target Organs: Respiratory system

Assessment: The substance or mixture is classified as specific target organ toxicant, single ex-

posure, category 3 with respiratory tract irritation.

#### Further information

Product:

Remarks: No data available

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#### SECTION 12. ECOLOGICAL INFORMATION

#### **Ecotoxicity**

Components:

7782-50-5:

Toxicity to fish : LC50 (

LC50 (Oncorhynchus kisutch (coho salmon)): 0.032 mg/l

Exposure time: 96 h

Test substance: chlorinated estuarine water

Toxicity to daphnia and other

aquatic invertebrates

: 141 µg/l

Test Type: Immobilization

Test substance: sodium hypochlorite

Toxicity to algae

: LC50: 0.4 mg/l

Exposure time: 24 h

Test substance: sodium hypochlorite Remarks: No toxicity at the limit of solubility

Acute aquatic toxicity- As-

sessment

: Very toxic to aquatic life.

Persistence and degradability

No data available

**Bioaccumulative potential** 

No data available

Mobility in soil

No data available

Other adverse effects

Product:

Ozone-Depletion Potential

: Regulation: 40 CFR Protection of Environment; Part 82 Pro-

tection of Stratospheric Ozone - CAA Section 602 Class I

Substances

Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological infor-

mation

: An environmental hazard cannot be excluded in the event of

unprofessional handling or disposal.

Very toxic to aquatic life with long lasting effects.

#### **SECTION 13. DISPOSAL CONSIDERATIONS**

Disposal methods

Waste from residues : Dispose of in accordance with all applicable local, state and

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federal regulations.

For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Uni-

var Solutions ChemCare: 1-800-637-7922

The product should not be allowed to enter drains, water

courses or the soil.

Do not contaminate ponds, waterways or ditches with chemi-

cal or used container.

Send to a licensed waste management company.

Contaminated packaging

Empty remaining contents.
 Dispose of as unused product.
 Do not re-use empty containers.

#### SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):

UN1791, Hypochlorite solutions, 8, III

IATA (International Air Transport Association):

UN1791, Hypochlorite solution, 8, III

IMDG (International Maritime Dangerous Goods):

UN1791, HYPOCHLORITE SOLUTION, 8, III

#### SECTION 15. REGULATORY INFORMATION

#### EPCRA - Emergency Planning and Community Right-to-Know Act

#### **CERCLA Reportable Quantity**

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Chlorine	7782-50-5	10	77
Sodium hydroxide	1310-73-2	1000	6548

#### SARA 304 Extremely Hazardous Substances Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Chlorine	7782-50-5	10	77

SARA 311/312 Hazards

: Corrosive to metals

Acute toxicity (any route of exposure)

Skin corrosion or irritation

Serious eye damage or eye irritation

Chlor ne

**SARA 302** 

7782-50-5

SDS Number: 100000017402 10 / 13 SODIUM HYPOCHLORITE 12.5% LIQUICHLOR®



Version 1.11 Revision Date: 03/23/2021

SARA 313 : The following components are subject to reporting levels

established by SARA Title III. Section 313:

7782-50-5 Chlorine

#### Clean Air Act

The following chemical(s) are listed as HAP under the U.S. Clean Air Act, Section 12 (40 CFR 61):

7782-50-5 Chlorine

The following chemical(s) are listed under the U.S. Clean Air Act Section 112(r) for Accidental Release Prevention (40 CFR 68.130, Subpart F):

7782-50-5 Chlorine

This product does not contain any chemicals listed under the U.S. Clean Air Act Section 111 SOCMI Intermediate or Final VOC's (40 CFR 60.489).

#### Clean Water Act

The following Hazardous Substances are listed under the U.S. CleanWater Act, Section 311, Table 116.4A:

1310-73-2 Sodium hydroxide

7782-50-5 Chlorine

The following Hazardous Chemicals are listed under the U.S. CleanWater Act, Section 311, Table 117.3:

1310-73-2 Sodium hydroxide

7782-50-5 Chlorine

This product does not contain any toxic pollutants listed under the U.S. Clean Water Act Section 307

#### Massachusetts Right To Know

1310-73-2 Sodium hydroxide

7782-50-5 Chlorine

14464-46-1 Cristobalite (SiO2) 14808-60-7 Quartz (SiO2)

#### Pennsylvania Right To Know

7732-18-5 Water

1310-73-2 Sodium hydroxide

7782-50-5 Chlorine

#### California Prop 65

▲ WARNING: This product can expose you to chemicals including Quartz (SiO2), which is/are known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

#### The components of this product are reported in the following inventories:

TSCA : On TSCA Inventory

DSL : All components of this product are on the Canadian DSL

AICS : Not in compliance with the inventory

NZIoC : Not in compliance with the inventory

ENCS : Not in compliance with the inventory

KECI: Not in compliance with the inventory

PICCS : Not in compliance with the inventory

SDS Number: 100000017402 11 / 13 SODIUM HYPOCHLORITE 12.5% LIQUICHLOR®



Version 1.11 Revision Date: 03/23/2021

**IECSC** 

: Not in compliance with the inventory

#### SECTION16. OTHER INFORMATION

#### NFPA:



Special hazard.

#### HMIS III:

HEALTH	3/
FLAMMABILITY	1
PHYSICAL HAZARD	4

0 = not significant, 1 =Slight-2 = Moderate, 3 = High

4 =Extreme \* = Chronic

The information accumulated is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made become available subsequently to the date hereof, we do not assume any responsibility for the results of its use. Recipients are advised to confirm in advance of need that the information is current, applicable, and suitable to their circumstances. This SDS has been prepared by Univar Solutions Product Compliance Department (1-855-429-2661) SDSNA@univarsolutions.com.

Revision Date : 03/23/2021

Legacy SDS: : R0004191

16156860, 16160599, 16160181, 16160290

#### Material number:

16164756, 16164762, 16164766, 16173035, 16172686, 16173104, 16164347, 16164592, 16164731, 16164730, 16164686, 16164337, 16172598, 16147922, 16146040, 16151002, 16149524, 16158615, 16145640, 16148059, 16144666, 16147989, 16163791, 16160423, 16160441, 16158853, 16151253, 16149870, 16148071, 16148060, 16147684, 16147117, 16146776, 16146856, 16146855, 16146854, 16145965, 16145895, 16145890, 16145584, 16145260, 16145144, 16145142, 16145140, 16145138, 16145137, 16145133, 16145130, 16145079, 16163854, 16159810, 16150495, 16149123, 16147041, 16145471, 16144665, 16145772, 16145833, 16148433, 16148183, 16148162, 16145145, 16145046, 16143737, 16135287, 16163624, 16161401, 16148721, 16155765, 16158840, 16145484, 16166710, 16148748, 16148260, 16166763, 16166591, 16145834, 16166014, 16159793, 16162934, 16165524, 16165444, 16165066, 16137963, 16137823, 16137455, 16137753, 16147687, 16144215, 16149245, 16150496, 16149504, 16145673, 16149243, 16136536, 16153596,



Version 1.11 Revision Date: 03/23/2021

Key or le	gend to abbreviations and acronym	s used in	the safety data sheet
ACGIH	American Conference of Govern- ment Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substanc- es List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemi- cals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenar- io Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commer- cial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		

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ACORD*	

### CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, In	ic.	CONTACT NAME:					
Philadelphia PA Office		PHONE (A/C. No. Ext):	(866) 283-7122	FAX (A/C. No.): 800-363-0105			
One Liberty Place 1650 Market Street		E-MAIL ADDRESS:					
Suite 1000 Philadelphia PA 19103 USA			INSURER(S) AFFORDING CO	VERAGE	NAIC#		
INSURED		INSURER A:	Illinois Union Insurar	ice Company	27960		
Univar Solutions USA Inc.		INSURER B:	ACE American Insurance	, ,	22667		
3075 Highland Parkway Suite 200		INSURER C:	Indemnity Insurance Co	of North America	43575		
Downers Grove IL 60515 USA		INSURER D:	ACE Fire Underwriters	Insurance Co.	20702		
		INSURER E:					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER: 5700819408	74	REVISION	NUMBER:			

•							
	THIS	IS TO CERTIFY THAT THE POLICIES	OF INSUR	RANCE LISTED BELOW HAVE BEE!	N SSUED TO THE INSUR	ED NAMED ABOVE FOR T	HE POLICY PERIOD
-	INDIC	CATED, NOTWITHSTANDING ANY RE	QUIREME	NT, TERM OR CONDITION OF ANY	CONTRACT OR OTHER	DOCUMENT WITH RESPE	CT TO WHICH THIS
		TIFICATE MAY BE ISSUED OR MAY					O ALL THE TERMS,
	EXCL	USIONS AND CONDITIONS OF SUCH	POLICIES	S. LIMITS SHOWN MAY HAVE BEEN	REDUCED BY PAID CLAIN	AS. Limits sh	own are as requeste
NE LT	SIR I	TYPE OF INSURANCE	ADOU SUE	POLICY NUMBER	(MM/DDYYYYY) (MM/DDYYYYY)	LIMIT	8
1	X	COMMERCIAL GENERAL LIABILITY			06/01/2020 06/01/2021	EACH OCCURRENCE	\$3,000,00
	$\vdash$	CLAIMS-MADE X OCCUB		SIR applies per policy ter	ms & conditions	DAMAGE TO RENTED	\$1,000.00

ш	R TIPE OF PROPERTIES	INSDI W	VDI FOCIOT HOMELLY	(MM/DD/YTTY) (MM/DD/YTT)	S CIMITO
B	X COMMERCIAL GENERAL LIABILITY		XSLG71451732	06/01/2020 06/01/202	ENON COCCUMENCE
l	CLAIMS-MADE X OCCUR		SIR applies per policy ter	ns & conditions	PREMISES (Ea occurrence) \$1,000,0
ı					MED EXP (Any one person) Exclud
ı					PERSONAL & ADV INJURY \$3,000,0
١	GENLAGGREGATE LIMIT APPLIESP ER:				GENERAL AGGREGATE \$3,000,0
ı	X POLICY PRO- JE CT LOC				PRODUCTS - COMPYOP AGG \$3,000,0
L	OTHER:				
В	AUTOMOBILE LIABILITY		ISA H25306582 Commercial Auto	06/01/2020 06/01/202	COMBINED SINGLE LIMIT \$5,000,0
ı	X ANYAUTO	l I		]	BODILY (NJURY ( Per person)
ı	CWANTED CTTT SCHEDULED			1	BODILY INJURY (Per accident)
١	AUTOS ONLY HIRED AUTOS NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)
ı	Harris Harris			l l	
7	X UMBRELLA LIAB X OCCUR		XCEG27380566007	06/01/2020 06/01/202	EACH OCCURRENCE \$4,000,0
ı	EXCESS LIAB CLAIMS-MADE		SIR applies per policy ter	ns & conditions	AGGREGATE \$4,000,0
ı	DED X RETENTION	1			
٦	EMBLOVEDOLLABILITY		WLRC67459180	06/01/2020 06/01/202	1 X PER STATUTE OTH-
١.	ANY PROPRIETOR PARTNER EXECUTIVE	N/A	AOS WLRC67459222	06/01/2020 06/01/202	ELL EACH ACCIDENT \$1,000,0
١٠	(Mandatory in NO)	n:^	MA	00, 02, 2020 00, 02, 202	E.L. DIŞEAŞE-EA EMPLOYEE \$1,000,0
	If yes, describe under DESCRIPTION OF OPERATIONS below			L	E.L. DISEASE-POLICY LIMIT \$1,000,0
7	A Env Site Liab		PPLG71507944001 Claims Made Form	03/31/2019 06/01/202	2 Aggregate \$16,000,0 Ea Condition \$10,000,0
l			SIR applies per policy ter	ns & conditions	SIR \$1,000,0

DESCRIPTION OF OPERATIONS /LOCATIONS /VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of insurance.

CERTI	FICAT	E HOI	DEB

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Contral Inc

Univar Solutions, Inc. 3075 Highland Parkway,Suite 200 Downers Grove IL 60515 USA

AGENCY CUSTOMER ID: 570000014538

LOC #:

AC	ORD	ADDI	ГΙΟ	NAL	REMARK	(S SCH	EDULE		Page _ of _
AGENO	γ Risk Services Centra	il, Inc.				DINSURED var Solutio	ns USA Inc		
	YNUMBER Certificate Number:	570081940	874						
CARRI	ER Certificate Number:	570081940	874		NAIC CODE EFFE	CTIVE DATE:			
	TTIONAL REMARKS	370001340							
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POL	ICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LB	AITS
	AUTOMOBILE LIABILITY								
В				MMT H2530		06/01/2020	06/01/2021	Combined Single Limi	\$5,000,000
	WORKERS COMPENSATION		Г						
D		N/A		SCFC67459	26A	06/01/2020	06/01/2021		
В		N/A		WCUC67459	301 CA OH OR,WA	06/01/2020	06/01/2021		
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# Non-Collusion Affidavit To Be Executed By Bidder and Submitted With Bid

State of California-Washington ) ss.
County of King )
Jennifer Perras being first duly sworn, deposes and says that he or she is the
(Bidder's Authorized Representative)
Municipal Specialist of Univar Solutions USA Inc. the party making the (Title of Representative) (Legal Name of Bidder)
foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bid, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.
I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.  Signature of: President, Secretary, Manager, Owner, or Representative
Subscribed and sworn to before me this, 31st day of March 2021
The County of KINA  State of Washington  NOTARY
All Signatures Must Be Witnessed By Notary

1692799v1

# BAY AREA CHEMICAL CONSORTIUM STANDARD AGREEMENT, PAGE 1 OF 2 BID NO. 13-2021 SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%

I hereby agree to furnish SODIUM HYPOCHLORITE 12.5% identified in the attached bid forms, as solicited by the Bay Area Chemical Consortium (BACC), to one or more of the participating BACC Agencies.

Univar Solutions USA Inc.

company.		
Address:	8201 S 212th St.	
City, State, ZIP:	Kent, WA 98032	
Phone:	253-872-5040	
Email:	jennifer.perras@univarsolutions.com/muniteam-west	@univarsolutions.com
Authorized Rep	presentative: Jennifer M. Parras	
Signature:	4/13/2021	
SPECIFIC DEVIA  This bo  Propose the spe	ATIONS:  Ox must be checked if bidder has any proposed specifications from the Specifications by the Bidder, the excifications will hold the bidder strictly accountable to the cument, including any addendum.	cific deviations. Per Section 2.12 absence of a proposed changed in
Describe the sp Standard Agree	pecific deviations below. A copy of the proposed specified ement at the time of submission, with bidder's name cle	
	the 2,000 gal will be charged a \$345.00 LTL fee per delivery.	
OTHER CHOISE	gramme deliterios da ino additional oriengo	
		300

# STANDARD AGREEMENT, PAGE 2 OF 2 BIDDER INFORMATION

1.	Legal Name of Bidder:	Univar Solutions USA Inc.
2.	Bidder's Street Addres Muni-8201 S 212th St.,	
3.	Mailing Address: Muni-8201 S 212th St., K	ent, WA 98032 Invoices-62190 Collections Center Drive, Chicago, IL 60693-062
4.	Business Telephone:	800-777-9587 Fax Number: 408-435-1735
5.	Type of Supplier:  Sole Proprietor  If Corporation, indicate	□ Partnership □ Corporation □ LLC  e State where incorporated:
6.	Business License Num located.	ber issued by the City where the Supplier's principal place of business
	Number: 1847595	Issuing City: San Jose, CA
7.	Supplier Federal Tax Id	entification Number:91-1347935
8.	Emergency Contact:	Name: Brian Wills Phone Number: 650-670-7267
9.	Order Contact:	Name: Customer Service  Address: Phoenix, AZ  Phone Number: 602-484-4560 Fax Number: 408-435-1735  Email: custSOL-BCDMB-WR@univarsolutions.com
10.	References: Company/Agency Nam 1) see attached 2 pages 2)	
	3)	
	Chemical Manufacture 2-950 Loveridge Rd. Pittsb	r's name and address (if different from Bidder): urg, CA 94565
u	Inivar-12522 Los Nietos Ro	., Santa Fe Springs- CA 90670
_	,	

Univer USA Inc. 8201 S. 212th Kent, WA 98032-1994 USA

T 253-872-5000 F 253-572-5041 www.univarusa.com



#### References

County & County of San Francisco
 Dr. Carlton B Goodlett Place
 San Francisco, CA 94102

Contact: Carolyn Sladnick, Senior Purchaser Phone: 415-554-3266; Fax: 415-487-7737

Supply and Delivery of Bulk Sodium Hypochlorite, Caustic Soda and Sodium Bisulfite servicing for the past 6 years.

City of Pflugerville
 PO Box 589
 Pflugerville, TX 78691

Contact: Wiley Webb, Superintendent

Phone: 512-990-6400

Supply and Delivery of Bulk Sodium Hypochlorite servicing for the past 2 years.

East Bay Mud
 PO Box
 Oakland, CA 946231

Contact: Kelley Smith, Purchasing Supervisor

Phone: 510-287-0355

Supply and Delivery of Bulk Sodium Hypochlorite, Bulk Caustic Soda servicing for the past 6 years.

City of Riverside
 WTP
 San Bernardino, CA 92408

Contact: Shiloh Rogers, Procurement & Contract Specialist Phone 951-826-5562 Supply and Delivery of Sodium Hypochlorite servicing for the past 2 years. [addressee] [date] [page #]

 BACC-Bay Area Chemical Consortium Over 100 locations within Northern California

Contact: Gemma Lathi-Administrative Analyst

Phone: 925-875-2398

Supply and Delivery of Sodium Hypochlorite, Caustic Soda, Sodium Bisulfite servicing

for the past 6 years.

City of Los Angeles Los Angeles, CA

Contact: Katherin Quinn-Procurement Supervisor

Phone: 310-648-5665

Supply and Delivery of Sodium Hypochlorite for the past 4 years

 County Sanitation Districts of Los Angeles County PO Box 7998 Whittier, CA 90607-4998

Contact: Martha Mendez

Phone: (562) 908-4288 ext. 1423

For Supply and Delivery of Bulk Sodium Hydroxide (Caustic Soda) 50%, have been

servicing for 4 years

Over the past 6 years, Univar has participated in 100's of Municipal bids, we have listed the 6 projects represent our capabilities in California.

All of our operational personnel participated in making sure all delivery requirements were met to each customer.

Our customer service department takes care of all orders, they communicate with operations and the customer to make sure all requests are satisfied.

We meet 100% of our contractual obligations; any municipality that is under contract with Univar is serviced first if there is a shortage in the market place.



May 5, 2021

Univar Solutions USA Inc.

Attn: Jennifer Perras

8201 S 212th St.

Kent, WA 98032

RE: Regional Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 13-

2021 for Supply and Delivery of SODIUM HYPOCHLORITE 12.5% in Central Valley, Marin Sonoma Napa, North Bay, South Bay and Tri Valley regions.

Dear Ms. Perras,

We are pleased to advise you that the bid submitted by Univar Solutions USA Inc.

for Bid No. 13-2021 was determined to be the lowest responsive bid for the supply and delivery of SODIUM HYPOCHLORITE 12.5% during the period July 1, 2021 through June 30, 2022.

The participating BACC Agencies from the above regions should be contacting you shortly to discuss entering into contracts with Univar Solutions USA Inc. for their respective facilities. Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at <a href="mailto:idyment@bacwa.org">idyment@bacwa.org</a>

Sincerely,

Assistant Executive Director

**BACWA.org** 

as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies Bid Results for Project 13-2021 SODIUM HYPOCHLORITE 12.5% Issued on 03/18/2021 Bid Due on April 15, 2021 4:00 PM (PDT) Addendum Issued: NONE

	REGIONAL AWARD	Univar Solutions USA Inc.	Olin Corporation
Item#	BACC RECOMMENDAT  Additional charges for "short load" deliveries shown as a standard deviation on bid	ON LOWEST RESPONSIVE BIDDER FOR: CENTRAL VALLEY, MAR SONOMA NAPA, NORTH BAY, SOUTH BAY, TRI VALLEY (5 OU OF 8 REGIONS)	
1423	Received via bid platform by bid deadline above	\$345 LTL FOR ORDERSES THAN 2K GALS	YES
5	Bids submitted on forms provided	YES	YES
,	निर्भावपुर्दान्त्रिक्षवर्धिक्रमुंहरू प्रिक्षांकृतिहरूकां हुस्कृत्रहर्माहरूक्वांहर्मिक्स्यांकृतिहरू	YES	YES
6		NO	NO
7	Fully Executed Standard Agreement	YES	\$600 FREIGHT ADDER FOR LESS TH <b>XFS 2</b> K GALS; <600 GALS MAY NOT BE
	Fully Executed Non-Collusion Affidavit	YES	PHYSICALLY SERVICEABLE; REMO <b>YE</b> SINSOLUBLE MATTER" FROM COA
	Repetable application only: Affidavit of Compliance to AWWA and/or NSF standard or	YES	YES
9	Statement by chemical manufacturer, signed on letterhead attesting to the affidavit's validity or current printout from NSF.org	YES	YES
-			
-			
ŀ	Representative lab analysis of the chemical prepared by reputable outside laboratory or		
	ISO Certified	YES	YES
	Name /Address of chemical manufacturer	YES (UNIVAR)	YES (OLIN)
	Product Bulletin and Typical Properties	YES	YES
10	Safety Data Sheet (SDS)	YES	YES
11 12	Addendum/Addenda Acknowledgement	N/A	N/A
13 14	Third Party Hauler? If applicable, name, address, Affidavit signed by Bidder	NO	NO
15 16	Specific Deviations Noted	YES, see #4	YES - SEE ATTACHED

Bay Area Clean Water Agencies Bid Results for Project 13-2021 SODIUM HYPOCHLORITE 12.5% Issued on 03/18/2021 Bid Due on April 15, 2021 4:00 PM (PDT) Exported on 04/15/2021

Univar

Olin Chlor

- · · · ·											
Section			so	DILIM HYDOCHI	ODITE 13 F9/				SODIUM HYPOCHLORITE 12.5% 275-gal totes (Optional bid item)	SODIUM HYPOCHLORITE 12.5%	
Section									(Optional bia item)	Drums (Optional bid item)	item)
		Marin Sonoma									
Description	Central Valley	East Bay	Napa	North Bay	Peninsula	Sacramento	South Bay	Tri Valley	North Bay	Marin Sonoma Napa	Sacramento
Unit of Measure	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal
Univar Solutions USA Inc.	\$0.71240	\$0.71550	\$0.76910	1	\$0.74600	)	\$0.73770	1	no bid	no bid	no bid
Olin Corporation				و	· ·	\$0		\$0.70	no bid	no bid	
			<mark>0.73660</mark>		85880		<b>150</b>				
	\$0.78900	\$0.70400	\$0.77900	)	\$0.73900	)	\$0.76900	)			\$0.66000
				\$		\$0	•	\$0.70			
			0.73900		75400		400				
REGIONAL AWARD			_				_				
REGIONALAWAND										1	
	12.5%In 275- gal totes SODIUM HYPOCHLORITE 12.5% (Optional bid item) Item)									5.25% (Optional Bid Item)	
	Marin Sonoma								, , , , , , , , , , , , , , , , , , ,	1	
	Central Valley	East Bay	Napa	North Bay	Peninsula	Sacramento	South Bay	Tri Valley	North Bay	Marin Sonoma Napa	Sacramento
Estimated annual quantity (in gals)	1.549.000	1.989.000	1.035.000	2.194.000	1.620.500	1.082.400	1.400.000	1.125.000	2.200	1.700	85.000

\$1,423,129.50 \$796,018.50 \$1,616,100.40 \$1,208,893.00 \$929,565.12 \$1,032,780.00 \$789,187.50

\$1,400,256.00 \$806,265.00 \$1,621,366.00 <mark>\$1,197,549.50 \$816,129.60</mark> \$1,076,600.00 \$792,000.00

#VALUE!

#VALUE!

#VALUE!

\$56,100.00

#VALUE!

#VALUE!

\$1,103,507.60

\$1,222,161.00

Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder <u>for each listed region</u> meeting the specifications for bulk loads for the chemical. The lowest responsive bidder for this chemical will be determined <u>for each region</u> listed on the Bid Form. The bidder that meets the specifications and submits the lowest overall bid price for a particular region may be awarded the bid by the participating agencies in that region, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. The <u>lowest overall bid price for each region</u> will be determined by multiplying the estimated annual quantity for each participating agency within the particular region by the bid prices for the region, and adding up the aggregate cost.

BACC has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities in said bids.

<sup>\*</sup>Highligted bid prices are only to show the <u>apparent</u> low bid and should not be construed as any indication that BACC has accepted such bid as responsive; see bid review for award recommendation. Per Section 2.16 Method of Award